LAW REVERSIONARY INTEREST SOCIETY, LIMITED

24, LINCOLN'S INN FIELDS, W.C.

ESTABLISHED 1853.

Capital £400,000
Debentures and Debenture Stock £180,000

REVERSIONS BOUGHT. LOANS MADE THEREON.

Proposal Forms and full information may be had at the Society's Offices.

W. OSCAR NASH, F.I.A., *Actuary.*

MIDLAND RAILWAY HOTELS.

LONDON, N.W. MIDLAND GRAND (St. Pancras Station). (*Within Shilling cab fare of Gray's-inn, Inns of Court, Temple Bar, Law Courts, &c. Buses to all parts every minute. Close to King's Cross Metropolitan Ry. Station. The New Venetian Rooms are available for Public and Private Dinners, Arbitration Meetings, &c.*)

LIVERPOOL - ADELPHI - Close to Central (Midland) Station.
BRADFORD - MIDLAND - Excellent Restaurant.
LEEDS - - QUEEN'S - In Centre of Town.
DERBY - - MIDLAND - For Peak of Derbyshire.
MORECAMBE - MIDLAND - Tennis Lawn to Seashore. Golf.
HEYSHAM—HEYSHAM TOWER, nr MORECAMBE. Lovely Country. Golf.

Tariffs on Application. *Telegraphic Address "Midotel."*

Adelphi "Turtle" Soup forwarded from Adelphi Hotel, Liverpool, per quart jar 18s.; per pint jar, 9s. 6d., carriage paid. *Speciality for Invalids.*

WILLIAM TOWLE, Manager Midland Railway Hotels.

THE OLDEST & WEALTHIEST EXISTING MORTGAGE INSURANCE OFFICE.

THE LAW GUARANTEE AND TRUST SOCIETY, LIMITED.

SUBSCRIBED CAPITAL - £1,000,000. PAID-UP - £100,000.

FIDELITY GUARANTEES OF ALL KINDS. ADMINISTRATION AND LUNACY BONDS. MORTGAGE, DEBENTURE, LICENSE, AND CONTINGENCY INSURANCE. TRUSTEESHIPS FOR DEBENTURE-HOLDERS, &C.

HEAD OFFICE: 49, Chancery-lane, W.C. | CITY OFFICE: 56, Moorgate-street, E.C.

X *IMPORTANT TO SOLICITORS* X

In Drawing LEASES or MORTGAGES of

LICENSED PROPERTY

To see that the Insurance Covenants include a policy covering the risk of LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

Mortgages Guaranteed on Licensed Properties promptly, without special valuation and at low rates.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE, SIMPLE,

THE PERFECTED SYSTEM OF LIFE ASSURANCE.

AND SECURE.

FUNDS - - - £3,000,000. INCOME - - - £390,000.
YEARLY NEW BUSINESS - £1,000,000. BUSINESS IN FORCE - £11,700,000.

TRUSTEES.

The Right Hon. Lord HALSBURY (Lord High Chancellor of England).
The Hon. Mr. Justice KEKEWICH.
The Right Hon. Sir JAMES PARKER DEANE, Q.C., D.C.L.
WILLIAM WILLIAMS, Esq.
RICHARD PENNINGTON, Esq.

DIRECTORS.

...ace, His Honour Judge.
...ey, The Right Hon. Lord.
...ane, The Right Hon. Sir James Parker, Q.C., D.C.L.
...-Danvers, Edmund Henry, Esq.
...ah, Arthur J., Esq.
..., Geo. Edgar, Esq.
...th, The Right Hon. Sir Richard, Q.C.
...ley, C. E. H. Chadwyck, Esq., Q.C.
...son, Charles P., Esq.
...wich, The Hon. Mr. Justice.
...low, The Right Hon. Lord.
...erman, Henry Chauncy, Esq.
Mathew, The Hon. Mr. Justice.
Meek, A. Grant, Esq. (Devizes).
Mellor, The Right Hon. John W., Q.C., M.P.
Mills, Richard, Esq.
Morrell, Frederic P., Esq. (Oxford).
Pennington, Richard, Esq.
Rowcliffe, W., Esq.
Saltwell, Wm. Henry, Esq.
Williams, C. Reynolds, Esq.
Williams, Romer, Esq.
Williams, William, Esq.

VOL. XLIII., No. 14.

The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 4, 1899.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

CURRENT TOPICS 217
COVENANTS IN RESTRAINT OF TRADE 220
THE LATE MR. HENRY ROSCOE 222
REVIEWS 222
CORRESPONDENCE 222
NEW ORDERS, &C. 227
LAW SOCIETIES 227
LAW STUDENTS' JOURNAL 230
LEGAL NEWS 230
COURT PAPERS 231
WINDING UP NOTICES 231
CREDITORS' NOTICES 232
BANKRUPTCY NOTICES 232

Cases Reported this Week.

In the Solicitors' Journal.

Beall, Re. Ex parte Official Receiver v. Grimwade 226
Beardsley v. Beardsley 225
Edwards v. Purnell and Others 226
Gordon v. Cann 225
Hodson and Wife v. Pare 223
Jones v. Beirnstein 224
Mason, Re. Ex parte Bing v. Craig 227
Ritchie (Appellant) v. Larsen (Respondent) 224
Starey v. Graham 223
The Queen v. Powell 225
United States of America v. Pelly and Another 224

In the Weekly Reporter.

City of London Brewery Co. v. Commissioners of Inland Revenue 216
Cummins v. Perkins 214
Ellam v. H. F. Martyn & Co. 212
Jordeson v. Sutton, Southcoates, and Drypool Gas Co. 222
Revelstoke v. Commissioners of Inland Revenue 219
Ritson, In re. Ritson v. Ritson 213
Smith, In re. Smith v. Smith 223
Wall v. London and Northern Assets Corporation 219

CURRENT TOPICS.

THE FOLLOWING gentlemen have been appointed Examiners of Title under rule 248 of the Land Transfer Rules, 1898—namely: Mr. F. STALLARD, Mr. B. HORSBRUGH, Mr. E. HUME, Mr. W. BRINTON, Mr. W. S. EASTWOOD, Mr. T. R. C. DILL.

THE INCORPORATED LAW SOCIETY, at the meeting held last week, unanimously passed a resolution in favour of the appointment of two new judges—one for the Queen's Bench Division and one for the Chancery Division. With one exception the need for such an appointment has for a long time been recognised, but unfortunately it is the authorities responsible for the payment of increased salaries who form the exception. Whether this latest expression of opinion will have any effect in urging on the Treasury we cannot say. It will be remembered that the General Council of the Bar in 1897 reported strongly in favour of procuring further assistance for the Queen's Bench Division. It will also be remembered that Lord RUSSELL, upon the occasion of the visit of the Lord Mayor to the Courts in November last, emphasised the need for the appointments which are now asked for by the Incorporated Law Society. The need at the present moment is specially felt in the Chancery Division. The judges themselves in that division do all that is possible to accelerate the course of business, but with their best efforts the arrears are heavy and many months elapse between the date when an action is set down for hearing and the actual trial. It is not creditable to the administration of justice that such a state of things should be allowed to continue.

THE FRESH batch of circulars relative to the Inebriates Act issued this week contains two features of legal interest. The first is the scheme of contribution "towards the expenses of the detention of persons in certified inebriate reformatories." Briefly, it is as follows: 16s. a week in the case of persons committed under section 1 of the Act of 1898 (*i.e.*, on conviction on indictment); 10s. 6d. a week for each inmate committed under section 2 (the "drunk and disorderly" section) to a

reformatory certified for not more than 100 inmates—special arrangements are to be made in the case of larger institutions; a maximum of sixpence a day for each inmate out on licence, and the reasonable expenses of the removal of an inmate from one reformatory to another or to an auxiliary home when previously decided by the Secretary of State. The scheme is to last for three years only, from the 1st of April, 1899, and—an excellent piece of machinery for bringing local authorities into line—no Treasury grant will thereafter be paid in respect of any inmate committed under section 2 unless the proper local authority has made a contribution of 2s. 6d. The other point to which we refer is the prescribing of a minimum average of eighteen months' detention. The "short sentence" theory is unworkable in the case of inebriates.

IT IS OBVIOUS that the only reason for the statutory provision that bicycles must carry lighted lamps at night is that the approach of the vehicle should be visibly announced, when otherwise it would be too dark to see it. "Night," however, is a word which in time past has been found very hard to define, and therefore it is defined for various purposes in numerous statutes. Thus, with regard to burglary, it is defined by reference to an expression of time, and is said to be the period from nine o'clock in the evening to six o'clock in the morning. In other cases where the physical fact of its being light or dark is the important consideration, it is defined as the period between one hour after sunset and one hour before sunrise. This period is that within which, both in England and Scotland, by the Local Government Acts of 1888 and 1889 respectively, bicycle lamps must be alight. As, however, sunset is a phenomenon which occurs at a different time every succeeding day, it is often necessary for magistrates who hear a charge of riding without a light to ascertain the exact time of sunset on the day in question. This magistrates usually do by taking the time of sunset at Greenwich from an almanack, and in London they are practically right in so doing. In some parts of Great Britain, however, at certain times of the year there is a very great difference between the actual time of sunset and that at Greenwich. Magistrates have on many occasions refused to consider the actual time of sunset, and have held that they were bound to decide by the time of sunset at Greenwich. They have given as authority the Statutes (Definition of Time) Act, 1880. That Act provides that whenever "any expression of time" occurs in any statute, the time referred to shall, in Great Britain, be held to be Greenwich mean time. It seems clear, however, that "expression of time" means a reference to some definite hour by the clock, and that "sunset" is not an expression of time but a reference to a physical fact. This has now been definitely settled by the High Court in the case of *Gordon* v. *Cann*, in which the court quashed a conviction of magistrates, who had held that "sunset" in the Local Government Act means sunset at Greenwich, and had convicted a person whose lamp was unlighted at a time an hour after sunset at Greenwich, but less than an hour after the actual setting of the sun at the place in question. Any other construction would, as was pointed out by CHANNELL, J., lead to a ridiculous state of things, for, if the magistrates were correct, a man on an unlighted bicycle, gazing at the sun in the sky, might be convicted for not having his lamp alight an hour after sunset. As at midsummer there is more than an hour's difference between the time of sunset at certain places in Great Britain and the time at Greenwich, this *reductio ad absurdum* is founded on an actual possibility. Perhaps after this decision, some ingenious counsel, defending a prisoner for night poaching under the Night Poaching Act, 1828, may take a similar point to the advantage of his client, for by section 12 of that Act "night" is defined in the same way as the period during which bicyclists must ride with lighted lamps.

IT IS STRANGE that the question which came before a Divisional Court in *Beardsley* v. *Beardsley* (reported in another column) has not before been the subject of express judicial decision. Such, however, seems to be the case. The short point was whether an heir-at-law who has been cited as next-of-kin, and has appeared in proceedings in the Probate Division to establish the will of a deceased person (but has not been so cited in his capacity of heir-at-law), is bound by the decision of the court in favour of the will, and is estopped from afterwards bringing, in respect of real estate of the deceased, an action of ejectment founded upon an alleged intestacy. A Divisional Court, consisting of BRUCE and RIDLEY, JJ., have held that he is so estopped; but the decision may be regarded as that of BRUCE and BARNES, JJ., for the latter learned judge was consulted, and expressed his assent to the substantive decision contained in the judgment given by BRUCE, J., while RIDLEY, J., although a party to the decision, did not deliver a judgment. There can be no doubt that the practice of the Probate Court has been to bring the heir before the court in his capacity of heir, although he was already a party as one of the next-of-kin. The present practice is stated in Tristram and Coote (12th ed., p. 392) to be that "where the heir-at-law has appeared in the suit in respect of the personal estate, he may be made a party in respect of the real estate by summons"; and, to turn to an older authority, in *Lister* v. *Smith* (1862, 10 W. R. 429) Sir CRESSWELL CRESSWELL permitted a citation to issue against an heir-at-law who was already a party. There are several other authorities as to the practice. It seems contrary to sound sense that it should be in any case necessary to cite a person to appear in a suit in which he had already appeared and to which he was a party; and in 1860 Sir CRESSWELL CRESSWELL seems to have adopted this view, notwithstanding the practice of his court; and in *Emberley* v. *Trevanion* (29 L. J. P. & M. 142), he expresses a strong opinion to this effect. With this opinion BRUCE, J., and BARNES, J., agree. The practice of citing the heir as such a second time is pronounced to be followed *ex abundanti cautela*, and such citation is held to be in no way necessary. It is impossible to doubt the wisdom of this decision; no injustice to the heir can follow from it; if he is a party to the probate proceedings, no matter in what capacity, he has an opportunity of bringing the case against the will before the court, and if the result of the proceedings is that the will is upheld, he ought not to have an opportunity of re-trying the same issue upon an action of ejectment. Nor does the decision appear to run counter to the sections of the Court of Probate Act, 1857 (ss. 61-63), which deal with the citation of persons interested in the real estate. If the law were that a person who had been a party to probate proceedings in one capacity should not be bound by those proceedings unless he were formally made a party in another capacity, such an anomaly would require speedy amendment.

WE PRINT elsewhere a letter from correspondents calling attention to an opinion expressed by the Inland Revenue Commissioners that a document such as that to which they refer requires to be stamped as a promissory note. The document in question is an engagement by a debtor, in consideration of time being allowed for payment of the debt, to pay the amount of the debt and a fixed sum for costs by weekly instalments of a specified amount, the instalments to be payable every Saturday as from a specified date: in default for five days in payment of any instalment the whole balance of the debt and costs to be at once recoverable. According to the definition given in section 33 of the Stamp Act, 1891, a promissory note includes "any document or writing (except a banknote) containing a promise to pay any sum of money." The meaning of the same words in the Stamp Act, 1870, was considered in *Mortgage Insurance Corporation* v. *Commissioners of Inland Revenue* (21 Q. B. D. 352), and it was there pointed out that they could not be taken literally. If so taken, said LINDLEY, L.J., "all sorts of documents as to which it would be absurd to suppose that they would be treated for any purpose as promissory notes, such as bonds, mortgages, &c., which contain a promise to pay, would have to be stamped as promissory notes"; and the necessary limitation to be placed on the words was expressed by the same authority as follows: "The section speaks of a document containing a promise to pay a sum of money. In my opinion that means a definite sum of

money, not a fluctuating or unascertained sum; and I also think that 'containing a promise to pay' must mean that that is the substance of the document, the whole contents; it cannot mean containing a promise to pay forming one of a number of stipulations. If the instrument is not merely a promise to pay, but contains a promise to pay in connection with a number of other stipulations, then I think it is not a promissory note within the meaning of the section." Thus any instument which is restricted to a promise to pay a definite sum of money falls within the definition. In *Yeo* v. *Dawe* (33 W. R. 739), Lord ESHER intimated that the document must be intended by the parties to be a promissory note; but this opinion was objected to by BOWEN, L.J., and was withdrawn in the *Mortgage Insurance Corporation's case*. The document referred to by our correspondents contains no stipulations except those defining the mode of payment of the instalments, and, having regard to the language of the Act, it is not easy to see how it can be left out of the definition. The definition of a promissory note, said BOWEN, L.J., in *Yeo* v. *Dawe*, "is one framed in the now usual mode of drafting—*i.e.*, by taking a term with a well-known meaning and saying that it is to mean something else." The inconvenience of bringing within the definition of a current commercial term documents which in practice have nothing in common with the class which the term covers is obvious, but this is an inconvenience which the Stamp Act imposes on the public.

THE MEANING of the provision in the Criminal Evidence Act, that a prisoner who gives evidence may be cross-examined as to character where the nature or conduct of the defence is such as to involve imputations on the character of the prosecutor or the witnesses for the prosecution, has been illustrated this week by two decisions of DAY, J., at the Lancaster Assizes. In the one of these cases, *Reg.* v. *Fisher*, the prisoner was indicted for an attempted rape upon the prosecutrix, and the latter was, in cross-examination by counsel for the defence, asked questions with the view of shewing that she had consented to what had been done. It is clearly an imputation upon the character of a woman to suggest that she had consented to acts such as those charged against the prisoner. The nature of the defence necessarily involved this imputation, and the judge therefore allowed the accused to be cross-examined as to previous convictions and character. This is a decision of considerable importance, considering the great number of cases of offences against women in which the defence of consent is set up. In the other case, *Reg.* v. *Holmes*, the prisoner was indicted for wounding his daughter with intent to do her grievous bodily harm. He was undefended by counsel, but he cross-examined the woman, and the tendency of his questions was to shew that she was (to use his own words) a "drunken wastrel." On the prisoner subsequently electing to give evidence on oath, the prosecuting counsel claimed the right to cross-examine as to character, on the ground of the imputation implied in these words, and the learned judge allowed the claim. In each case the cross-examination shewed that the prisoner was of bad character and had been previously convicted, and in each case a conviction was recorded. Before the Act became law a prisoner could throw any amount of mud at witnesses for the prosecution, and still, unless he had given evidence of his own good character, the prosecution could not in return reveal to the jury the real character of the prisoner. Now this hardship has been removed, but the tradition remains, and prosecuting counsel, except in bad cases, have not as yet shewn any great eagerness to shew up a prisoner's previous misdeeds before conviction. This is generous, no doubt, but it is by no means beyond dispute whether juries who have an issue to decide of "guilty" or "not guilty" should not in all cases know the reputation and past history of the accused. No one can deny that a person who has once been proved to be a thief is more likely to steal again than a person who has hitherto lived an honest life. This should not be allowed to weigh too heavily against a prisoner, but it is a matter which might well be considered. Anyhow, as the full meaning of the words of the statute become more clearly realized, cross-examination as to character will probably become more and more common. And, apart from cross-examination, juries will soon (as they are already beginning to do) presume bad character in a prisoner unless he gives some evidence of his good character.

THE CASE of *Reg.* v. *Powell* (reported in another column) raised some curious questions of parish law, and it is unfortunate that a formal judgment only was given by the learned judges (LAWRANCE and CHANNELL, JJ.) who decided it. It was an application for a *mandamus* by the assistant overseer of a rural parish to the overseers of the same parish to deliver to him the rate-books in order to enable him to perform his duty of collecting the rates. The overseers had declined to do this, on the ground, apparently, that they wished to collect the rates themselves. The assistant overseer had been appointed by the parish council under section 5 (1) of the Local Government Act, 1894, and the first question raised was as to whether his appointment by resolution of the parish council, and without the execution of any instrument, was valid. The court easily came to the conclusion that the resolution was sufficient, and having regard to the decisions such as *Smith* v. *Hirst* (23 L. T. 665) as to the analogous case of appointments of officers under the Public Health Acts, this part of their decision can hardly be questioned; though it is preferable that all such appointments should be made by a duly executed instrument. But on the main decision, that the assistant overseer was entitled to the *mandamus*, more difficult questions arise. The power to appoint such an officer is derived in the first instance from 59 Geo. 3, c. 12, s. 7, which enables a parish vestry to nominate "any discrete person" to be assistant overseer of the parish and to specify the duties to be executed by him; this nomination had to be supplemented by a formal appointment by two justices, and the person so appointed was authorized by the Act to execute all such of the duties of an overseer as were expressed in his warrant of appointment. It was, however, held in *Skingley* v. *Surridge* (12 L. J. M. C. 122) that where the resolution of the vestry did not specify the duties but merely appointed a person assistant overseer, he was appointed to execute all the duties of an overseer, so that the resolution should not be construed to be a nullity. The resolution of the parish council in *Reg.* v. *Powell* was of this indefinite character. Then 7 & 8 Vict. c. 101, s. 61, provides that every assistant overseer appointed under the Act of Geo. 3 shall "obey in all matters relating to the duties of overseer all directions of the majority of the overseers of the parish for which he acts."

THE LOCAL Government Act, 1894, s. 5, merely transfers to the parish council the power of appointing and revoking the appointment of an asistant overseer: it does not (expressly, at all events) alter the law as to his duties when appointed, or as to his relations with the overseers. The assistant overseer is a paid officer: the overseers are unpaid and have important duties and responsibilities cast upon them by numerous statutes: it is obvious that the object of appointing an assistant overseer is to relieve the overseers of some or all of the burden which they bear gratuitously. A case in which the overseers decline to allow this burden to be taken off their shoulders by an officer who has been appointed at a salary for that purpose is remarkable, and it is not surprising that little light is thrown upon such a case by reported decisions. In *Reg.* v. *Christchurch* (27 L. J. M. C. 23) a *mandamus* was granted against overseers to deliver the rate-books to a collector of poor rates, and this case seems to have been referred to as an authority in *Reg.* v. *Powell*. But in the *Christchurch case* the applicant for the *mandamus* was not an assistant overseer appointed under the Acts already referred to, but a collector appointed under a special power in a local Act; it does not appear that he was subject to the authority of the overseers in the same sense that an assistant overseer is so subject by reason of the provisions of 7 & 8 Vict. c. 101, s. 61, above quoted. It may be questioned whether sufficient attention was paid to those provisions in *Reg* v. *Powell*. The court seem to have considered that the overseers were opposing the declared will of the parish council who had decided that the applicant should be assistant overseer, and that when there was such an officer the overseers were not entitled to collect

the rates themselves; this view does not seem to accord with the view taken in the statutes of the position of overseers and an assistant overseer it would seem rather that if the overseers refuse to avail themselves of the services of their assistant they are within their rights in doing so, and the remedy of the parish council (naturally unwilling that the assistant should receive a salary for no service) would be to deprive the overseers of his assistance by revoking the appointment of the assistant overseer, which they have ample power to do.

The object of Hinde Palmer's Act (32 & 33 Vict. c. 46) was to put all creditors of a deceased person, whether by specialty or simple contract, upon the same footing, and it might be supposed that it is now the duty of an executor to pay all rateably; but the attainment of this result has been rendered difficult by the continuance, subject only to this statutory change, of the previous law. In such law there were two rules which militated against equality as among various creditors of the same class. An executor might prefer one creditor to others of the same class, and he might retain his own debt—really a special case of preference—as against other debts of the same class. The effect of the passing of Hinde Palmer's Act might reasonably have been held to be to abolish both these rules, and, as just suggested, to require the executors to deal rateably with all creditors, themselves included. On the other hand, if the distinction between specialty and simple contract creditors was to be treated as abolished, and at the same time the old rules were to be applied to the new state of things, it was a plausible contention that the executor's rights of retainer and preference now enabled him to retain his own simple contract debt, or to prefer such a debt of another as against creditors of a superior degree. So far as regards the right of preference, this latter view appears to have been adopted by Kekewich, J., in *Re Ormond* (4 Times L. R. 73), and in that case an executor was allowed to prefer simple contract creditors to the prejudice of specialty creditors. But the same course has not been adopted with respect to the right of retainer. This right is not abolished by Hinde Palmer's Act (*Crowder* v. *Stewart*, 16 Ch. D. 368), but it has not been enlarged so as to enable an executor to retain his debt as against a creditor of higher degree than himself (*Wilson* v. *Cozwell*, 23 Ch. D. 764), though incidentally he may be benefited by the circumstance that the fund for payment of simple contract debts is augmented (*Re Jones*, 31 Ch. D. 440). Upon this state of the authorities North, J., had to consider recently in *Re Hankey* whether the suggested distinction between the right to prefer and the right to retain is sound, and he has held that it is not; in other words, he has not followed the decision of Kekewich, J., in *Re Ormond*. An executor's right of preference, like the right of retainer, still exists; but, notwithstanding that all creditors are placed on the same footing, it exists only as between creditors whose debts under the former law would have been in the same class as the debt retained or preferred. This seems the fairest result that can be attained under the present law.

Any case affecting the jurisdiction of the county courts is not without interest, seeing how popular those tribunals have become, and what a volume of litigation is there annually disposed of. No apology need, therefore, be offered for referring briefly, in these columns, to the recent case of *Watson* v. *Petts*, where the point to be determined was whether a county court judge has power to award costs against a defendant where he has no jurisdiction to try the case. In that case the plaintiff sought to recover, in the county court, damages for a trespass to land, and also an injunction. The defence set up was a right of way over the *locus in quo*, and, on the original hearing of the action, judgment was reserved. Before its delivery, however, the case was, at the defendant's request, re-opened, and eventually reheard, when, on its appearing that the rent of the plaintiff's land exceeded £50 a year, the county court judge allowed the defendant's objection (then first taken) that there was no jurisdiction to try the action, having regard to the terms of section 60 of the County Courts Act, 1888, and struck out the cause from his list. At the same time, in dealing with the costs of the action, the county court judge ordered the plaintiff to pay the defendant's costs, and also his own to the *first* hearing, and the defendant to pay the plaintiff's costs of the application to re-open the case, and of a commission obtained by the defendant for the examination of an old and infirm witness, and "such costs of the *second hearing* as the registrar thinks to have been rightly incurred by the plaintiff." The defendant thereupon, by summons at chambers, sought to prohibit proceedings on so much of this order as directed him to pay costs, and on this summons being dismissed by Lawrance, J., appealed to the Queen's Bench Division, when the court (Darling and Channell, JJ.) held that the decision originally given must be affirmed, as sections 88, 89, and 113 of the County Courts Act, 1888, which must be read together, enabled the county court judge to make the order as to costs complained of by the defendant. That, under the circumstances above mentioned, the order in question was a proper order to make, will hardly be denied. It is, therefore, satisfactory to find that, in the opinion of the court, there was statutory power to make it.

There could hardly be any doubt as to the question raised in *Starey* v. *Graham* before a Divisional Court (Lawrance and Channell, JJ.) with respect to the position of a patent agent who was in practice before the Patents, &c., Act, 1888, came into force and who had not been registered under that Act. Section 1 of the Act enacted that after the 1st of July, 1889, a person should not be entitled to describe himself as a patent agent unless he was registered as such in pursuance of the Act, and the Board of Trade were required to make general rules for giving effect to the section. There was a proviso that every person who proved to the satisfaction of the Board of Trade that, prior to the passing of the Act he had been *bond fide* practising as a patent agent, should be entitled to be registered. So far it seems clear that after the date mentioned in the Act all persons practising as patent agents had to be registered, though as to persons already in practice it would not have been competent for the Board of Trade to require them to shew their qualification by passing an examination. Reliance was placed, however, on behalf of the appellant in the above case, who had failed to procure registration, upon the general saving of section 27, which provides that "nothing in this Act shall affect the validity of any act done, *right acquired*, or liability incurred before the commencement of this Act." But the court declined, and it would seem rightly, to allow this general provision to override the specific earlier provision which obviously imposed registration in all cases. The registration does not interfere with any right. It simply furnishes a means by which the status of the agent is certified.

COVENANTS IN RESTRAINT OF TRADE.

An interesting difference of opinion has been exhibited in the Court of Appeal this week in *Underwood & Son (Limited)* v. *Barker* as to the rules which now govern the validity of covenants in restraint of trade. The plaintiffs were hay and straw merchants of Brentford who did an extensive wholesale and retail trade in the United Kingdom, France, Belgium, Holland, and Canada, and had permanent places of business in the United Kingdom and France. In October, 1897, they entered into an agreement to employ the defendant as clerk and foreman at Calais or elsewhere at a weekly wage of 35s., and the defendant agreed that he would not "for the space of twelve months next after his leaving or being dismissed carry on the business of hay or straw merchant, or enter into the service of or act as agent for any person or persons carrying on the business of hay and straw merchant in the United Kingdom of Great Britain and Ireland, or in France, or in the kingdom of Belgium or Holland, or in the Dominion of Canada." There was a further stipulation by which, so far as related to France, the defendant bound himself in the same manner for the space of five years after his leaving the plaintiffs' employment, and the sum of £500 was fixed as liquidated damages for any breach of these stipulations. The

defendant served under the agreement at Calais for about four months and was then removed to London at an increased wage; but in November last he left the plaintiffs of his own accord and entered the service of a hay and straw merchant in Mark-lane. Thereupon the plaintiffs moved for an injunction to restrain a breach of the first restrictive stipulation.

The doctrine of the invalidity of covenants in restraint of trade has been frequently discussed in recent years, notably in the case of *Nordenfelt* v. *Maxim Nordenfelt Co.* (*Limited*) (1894, A. C. 535), and the views presented in the leading case of *Mitchel* v. *Reynolds* (1 P. Wms. 181, 1 Sm. L. C., 10th ed., p. 391), have been materially altered. *Primâ facie* such covenants were invalid upon grounds of public policy; they deprived the person upon whom the restriction was placed of his means of livelihood, they deprived the public of his services, and they might tend to a monopoly. But, in spite of this *primâ facie* invalidity, it was open to the party claiming the benefit of the covenant to shew that it was given for a sufficient consideration, and that under the circumstances of the case it was reasonable. It was, however, impossible to urge the plea of reasonableness on behalf of a covenant in general restraint of trade—that is, a covenant which prevented the party restrained from carrying on his business at all, for, according to the then requirements of business, such a restraint was greater than could possibly be needed for the protection of the covenantee. "What does it signify," said Lord MACCLESFIELD in the case just cited, "to a tradesman in London what another does at Newcastle?" And subsequently, "It can never be useful to any man to restrain another from trading in all places, though it may be to restrain him from trading in some, unless he intends a monopoly, which is a crime."

The changes which have taken place in the law since *Mitchel* v. *Reynolds* was decided may be shortly stated by reference to the judgment of FRY, L.J., in *Davies* v. *Davies* (36 W. R. 92, 36 Ch. D., p. 397), and to the recent House of Lords case already cited. "In *Mitchel* v. *Reynolds*," said FRY, L.J., "it was considered that the adequacy of the consideration was a matter to be investigated by the court. The courts have since repudiated their capacity to investigate that point. The law as laid down in that case created a presumption of invalidity against the contract. That burden of proof has since been shifted as soon as it has been shewn that the contract has been entered into for the protection of the interest of one of the contracting parties." But the further point, whether there was an absolute rule prohibiting covenants in general restraint of trade, or whether as to such covenants also the test of reasonableness was to be applied, was left open in the judgment of the Lord Justice. As is well known, it has been decided in the *Nordenfelt case* that here, too, the law has undergone development, and that whatever views may formerly have been held on the subject of covenants in general restraint of trade, there is nothing in them at the present time so contrary to public policy as necessarily to make them invalid. In considering that case it is important to remember that the covenant there in question was a covenant entered into upon the sale of a business, and it was held that, under the special circumstances of the business, its effectual transfer was dependent upon the vendor being precluded from entering into a similar business in any part of the world. "The rule as to general restraint of trade," said BOWEN, L.J., when the case was before the Court of Appeal (1893, 1 Ch., p. 667), "ought not, in my judgment, to apply where a trader or manufacturer finds it necessary for the advantageous transfer of a business in which he is so interested, and for the adequate protection of those who buy it, to covenant that he will retire altogether from the trade which is being disposed of, provided always the covenant is one the tendency of which is not injurious to the public." And by this last qualification he referred to the possible growth of a monopoly: "A rule founded on public policy does not admit of any exception which would really produce public mischief; such might possibly be the case if it was calculated to create a pernicious monopoly in articles for English use—a point I desire to leave open, and one which, having regard to the growth of syndicates and trusts, may some day or other become extremely important."

It is unnecessary to refer at length to the judgments delivered in the same case in the House of Lords since they support the views already expressed. A covenant in general restraint of trade, at any rate when it is entered into upon the transfer of a business, is not necessarily void. It must, like any other covenant in restraint of trade, be submitted to the test of whether it is reasonably necessary for the protection of the covenantee, and, further, it must not be injurious to the public; but if it satisfies these requirements the covenant will be enforced. "It is," said Lord MACNAGHTEN, "a sufficient justification, and indeed it is the only justification, if the restriction is reasonable—reasonable, that is, in reference to the interests of the parties concerned and reasonable in reference to the interests of the public, so framed and so guarded as to afford adequate protection to the party in whose favour it is imposed, while at the same time it is in no way injurious to the public."

In the present case of *Underwood & Son* (*Limited*) v. *Barker* before the Court of Appeal the question was whether the same view is to prevail when the covenant in general restraint of trade is contained in a contract of service, and on this point VAUGHAN WILLIAMS, L.J., differed from the majority of the court (LINDLEY, M.R., and RIGBY, L.J.). It is to be noticed that in several cases recently the validity of partial restrictions in contracts of service has been enforced on the ground of reasonableness (see *Baines* v. *Geary*, 35 Ch. D. 154; *Rogers* v. *Maddocks*, 1892, 3 Ch. 346), though, as LINDLEY, L.J., in the present case pointed out, they will not be enforced if the restriction extends beyond what is necessary for the protection of the covenantee, and if the reasonable part of the restriction is not severable from the unreasonable part (*Perls* v. *Saalfeld*, 1892, 2 Ch. 149); though, so far as the reasonable part is severable, it will be enforced (*Rogers* v. *Maddocks*, *supra*). *Primâ facie* it might be supposed that similar considerations apply whether the restraint is partial or general. The *Nordenfelt case*, although it was immediately concerned only with the sale of a business, yet shewed that the notion of the necessary invalidity of a general restraint was discarded, and this must be so whatever the occasion upon which the covenant is entered into. The sole tests in all cases are that the covenant shall not be more extensive than is reasonably required for the protection of the covenantee, while at the same time it is not to be injurious to the public. The only possibility of distinguishing the cases of a contract of service and of a sale of a business seems to lie in the latter requirement. Is a general restraint imposed upon a servant calculated to injure the public, while such a restraint imposed on a vendor, provided it does not tend to a monopoly, is not? It is upon this question that the Court of Appeal have differed. "In the case of master and servant," said VAUGHAN WILLIAMS, L.J., "the servant does not enter into the contract with the same freedom of choice as that with which a person buys a business, and the restraint on the servant from earning his livelihood in the manner best suited to his capacity seems to me to be a restriction of individual liberty in which the public has a deep interest.

As to the importance of this consideration there is no doubt, but it is not equally clear that it can be used in the manner suggested by Lord Justice VAUGHAN WILLIAMS. The objection founded on the interference with individual liberty really comes in at an earlier stage of the matter. It is one of the elements upon which the *primâ facie* invalidity of the restriction is founded, but this *primâ facie* invalidity is removed as soon as it is shewn that the restriction is no greater than is reasonably necessary for the protection of the covenantee. The proof of the reasonableness of the covenant gets rid of its *primâ facie* invalidity, and at the same time gets rid, it would seem, of the objection that the covenant interferes with the liberty of action of the covenantor. It only remains, then, to consider whether the covenant is injurious to the public, and it is hardly possible to suggest that it is injurious to the public because it interferes with the individual liberty of the covenantor. At this stage it is more important to notice the interest the public have in the performance of contracts, and substantially this is the consideration which prevailed with the majority of the Court of Appeal. In entering into the covenant the covenantor has, so far as he is concerned, consented to give up his personal liberty of action, and it is not an injury to the rest of the public that he should

be held to his contract. Since, therefore, it appeared that the covenant above stated was not more extensive than was reasonably necessary for the protection of the covenantees, it was held that, notwithstanding its generality, it ought to be enforced.

THE LATE MR. HENRY ROSCOE.

THE death of Mr. ROSCOE came with a great shock to his many friends and to his colleagues on the Council of the Incorporated Law Society. He had not been well for some time past, but no apprehension was entertained of any immediate danger, and we believe he was in attendance at his office in the week during which he died. There occurred, however, a sudden failure of the heart's action, and he passed away on the 26th ult., at the age of sixty-eight years.

Mr. ROSCOE was one of the small group of men to whose unremitting exertions, extending over many years, the present position of the Incorporated Law Society is due. There happened to be combined in them, together with ability and sagacity, a strong desire to give their gratuitous services to the interests of the profession; and the result was that these men, all of them engaged in large practices, grudged no time or trouble to the work of the society, and shewed no slackness in this respect as they grew older. In this respect Mr. ROSCOE was excelled by few of his colleagues. We believe that almost up to the time of his death many of his afternoons in each week were occupied in attendance at council or committee meetings at the Law Institution, and at an age when most men would be seeking release from work, he was still as eager as ever in his devotion to his work on the Council. But this was characteristic of the man. In his own practice he never shirked work and would never allow matters falling within his province to be transacted by deputy to which he could possibly attend personally. He was in all respects a model of conscientious and strenuous attention to business, and this quality was combined with strong common sense and singular modesty and unobtrusiveness.

Mr. ROSCOE was the son of Mr. ROBERT ROSCOE, solicitor, and the grandson of WILLIAM ROSCOE, the well-known historian. He was born in 1830, and was educated at University College School, London. After being articled to one of the partners in the firm of Sharpe, Field, & Jackson, of Bedford-row, he was admitted in 1856, and about two years later joined the late Mr. E. W. FIELD in partnership under the firm of Field & Roscoe. Mr. FIELD, who was a man of great ability, and had filled the office of secretary to the Law Courts Commission, died in 1871, and from that date Mr. ROSCOE was the head of the firm, then known as Field, Roscoe, Field, & Francis, but now known as Field, Roscoe, & Co.

In 1873 Mr. ROSCOE joined the Council of the Incorporated Law Society, and in 1885 was elected president. In that year the annual provincial meeting was held at Liverpool, with which his forefathers had been connected, and the Mayor, in welcoming the society, remarked that the name of Roscoe was an honoured one in Liverpool. The president's address was eminently practical, dealing mainly with the measures which had been before Parliament in the preceding session. In the course of it he referred to the Criminal Evidence Bill, and predicted that the change proposed by it, when it came into operation, would be a salutary one. "Which one of us, gentlemen," he asked, "if falsely accused of a criminal offence, would not, beyond all things, desire to give his own account on oath of the transaction out of which the charge had arisen? And if an innocent man would greatly desire the proposed change in the law, I fail to see why it should be refused because it may not at all times be pleasing to the guilty, who would have to elect between giving evidence which might be shaken to pieces on cross-examination, or declining to give it, which might of itself prejudice them in the eyes of the jury." A considerable part of the address was, however, occupied by a refutation of the cry against lawyers, which, for electioneering and party purposes, had been then recently raised. He shewed that lawyers had been the consistent supporters, and frequently the suggesters, of all the numerous improvements in the law affecting real property, and had laboured to facilitate the transfer of land; and that their objection to the system of registration of title arose from their conviction that evil, instead of good, would arise to the public from the change and the intervention of officialism.

Mr. ROSCOE was not a frequent speaker at the meetings of the Incorporated Law Society, but many will remember the strong protest he made at one of the meetings in 1896, "as the representative of a large agency house," against the abolition of the Long Vacation. He was for many years a director of the Law Guarantee and Trust Society (Limited).

The Lord Chief Justice has consented to preside at the Anniversary Festival of the Printers' Pension, Almshouse, and Orphan Asylum Corporation, to be held at the Hotel Metropole on the 17th of April.

REVIEWS.

BOOKS RECEIVED.

The Law relating to Public Libraries and Museums and Literary and Scientific Institutions. With much Practical Information Useful to Managers, Committees, and Officers of all Classes of Associations and Clubs connected with Literature, Science, and Art. Including Precedents of Bye-Laws and Regulations, the Statutes in full, and Brief Notes of Leading Cases. By GEORGE F. CHAMBERS, F.R.A.S., Barrister-at-Law, and H. WEST FOVARGUE, Town Clerk of Eastbourne. Fourth Edition. Knight & Co.

The Elements of Roman Law Summarized. A Concise Digest of the Matter contained in the Institutes of Gaius and Justinian, with Copious references arranged in parallel columns; also Chronological and Analytical Tables, List of Laws, &c. Primarily designed for use of Students preparing for Examination at Oxford, Cambridge, and the Inns of Court. By SEYMOUR F. HARRIS, B.C.L., M.A. Third Edition, Revised. Stevens & Haynes.

A Treatise on the Law of Markets and Fairs, with the Principal Statutes relating thereto. By J. G. PEASE, B.A., Barrister-at-Law, and HERBERT CHITTY, M.A., Barrister-at-Law. Knight & Co.

Fry's Laws of Vaccination, containing the Vaccination Acts, 1867, 1871, 1874, and 1898; the Local Government Board Act, 1871; the Order of the Local Government Board of the 18th of October, 1898; the Circulars of the Local Government Board of the 10th of August and the 21st of October, 1898; Hints to Public Vaccinators and Vaccination Officers, &c. With Introduction, Notes, and Indexes. Seventh Edition. By A. F. VULLIAMY, Clerk to the Ipswich Board of Guardians. Knight & Co.

The Law Magazine and Review: A Quarterly Review of Jurisprudence. February, 1899. William Clowes & Sons (Limited).

Catalogue of all the More Important British and Colonial Law Books Published during the Last Ten Years. With a List of Current Periodicals and a very full Index of Subjects. Forming a Supplement to Sweet & Maxwell's Catalogue of Modern Law Books. Sweet & Maxwell (Limited).

Hadden's Handbook on the Local Government Acts, 1894-97, for Parish Councils and Parish Meetings; being a Complete and Practical Guide to the above Acts and the Incorporated Enactments. By W. H. DUMSDAY, Barrister-at-Law. Fourth Edition. Hadden, Best, & Co.

Practice on the Summons for Directions; being a Collection of the Rules and Forms as to Directions, and the various Enactments and Rules of Court affected thereby; with Notes giving the General Practice under Ord. 30, and Shewing its Influence on Other Branches of Procedure. By FRANCIS A. STRINGER, Central Office, Royal Courts of Justice. Sweet & Maxwell (Limited).

CORRESPONDENCE.

WHAT IS A PROMISSORY NOTE FOR THE PURPOSES OF STAMP DUTY?

[*To the Editor of the Solicitors' Journal.*]

Sir,—A client of ours instructed us to collect for him a debt of £40. We wrote the debtor for payment in the usual way, and he made an offer to pay by instalments. This offer our client instructed us to accept, provided the debtor would pay our costs, and we accordingly prepared a memorandum, a copy of which, as regards all material parts, we send you herewith, whereby, in consideration of time being given him, the debtor agreed to pay the amount of the debt by instalments and, in addition, our costs in relation to the matter.

We presented this document for stamping with a 6d. stamp as an ordinary agreement, but the solicitor at the marking department refused to stamp it as such, stating that it was a bond, covenant, or instrument being the "only or principal or primary security for . . . any sum or sums of money at stated periods," within the meaning of section 41 of the Stamp Act, and that the stamp duty payable was an *ad valorem* stamp duty of 1s. 3d.

We declined to pay this amount, and submitted the document for adjudication, pointing out, in our memorial to the commissioners, that it was an almost obvious fallacy to describe the document as a security.

In due course, the document was adjudicated upon, and, as the result, we were told that the document could not be stamped at all, as it fell within the definition of a promissory note contained in section 33 of the Stamp Act, 1891.

Not satisfied with this decision, which was conveyed verbally to our clerk, we wrote the Commissioners of Inland Revenue on the 17th inst. a letter setting out our views on the case, and we received a reply

from the assistant solicitor to the Inland Revenue, bearing date the 24th inst., in which he upheld the view that the document fell within the definition of a promissory note, and stated that the course open to us, in case we had to sue upon the document, was to tender the instrument with the stamp duty to which we considered it was liable, and the penalty, in court, in which case it would be for the judge to determine whether or not the contention of the Inland Revenue was well founded.

It has not yet become necessary for us to sue upon the document, although this may become necessary, but as the point is one of importance to solicitors, we have ventured to trouble you with the facts of the case.

Personally we consider the point one of some importance, as it very often happens that a creditor is willing to give a debtor time if he will pay by instalments, and will also pay costs, but we venture to think that a promissory note, which is quite an inelastic document, is not always a desirable method of stating the terms agreed upon.

39, Eastcheap, London, Jan. 25. C. & E. WOODROFFE.

[See observations in "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

HODSON AND WIFE *v.* PARE. No. 1. 27th Jan.

DEFAMATION—LIBEL—PRIVILEGE—LUNACY PROCEEDINGS—RECEPTION ORDER—STATEMENT IN PARTICULARS—ABSOLUTE PRIVILEGE—LUNACY ACT, 1890 (53 & 54 VICT. c. 7), ss. 4, 5, 9, 28, 317.

Appeal from the decision of Grantham, J., at chambers, reversing an order of the Master, who had, under ord. 25, r. 4, struck out the statement of claim, as disclosing no cause of action, and had dismissed the action as vexatious and an abuse of the process of the court. The statement of claim was as follows: (1) The plaintiffs are the father and mother of the defendant's wife and of two other daughters, who are unmarried, and of five sons. (2) On or about the 16th of August, 1898, the defendant presented a petition for a reception order in respect of his said wife pursuant to the provisions of the Lunacy Act, 1890, ss. 4 and 5, and signed a statement of particulars by which such petition was accompanied, and caused the said petition and statement of particulars to be delivered and presented to Richard Gleed as a justice of the peace for the parts of Holland, Lincolnshire, having jurisdiction in the place where the defendant's said wife was then alleged by him to be. (3) The defendant, in the said statement of particulars falsely and maliciously wrote and published of the female plaintiff, in the form of an answer to the question, "whether any near relative has been afflicted with insanity," the words following, that is to say, "Yes" (meaning thereby that some near relative of his said wife had been afflicted with insanity); "her mother with puerperal mania" (meaning thereby that the female plaintiff had been afflicted with that form of insanity). (4) The defendant further meant by the said words that the plaintiff's children had an hereditary predisposition to insanity, and that his said wife as one of them was then insane in consequence of such predisposition. (5) By reason of the premises, the plaintiffs have respectively been brought into contempt and disrepute, both personally and in respect of their children, and have suffered great annoyance and been injured in their social reputation and character as a family. The plaintiffs claimed damages. Grantham, J., refused to strike out the statement of claim as disclosing no cause of action upon the ground that the question was one which should not be decided upon this summary application. The defendant appealed.

THE COURT (A. L. SMITH and CHITTY, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., said that the question was clearly raised upon the statement of claim, whether the statement complained of in the particulars was made in a judicial or an administrative proceeding. If in the former, the statement was absolutely privileged; if in the latter, it was not. The statement was made to a justice of the peace in a proceeding to obtain a reception order. Section 4 of the Lunacy Act, 1890, forbade the reception and detention of a person, not being a pauper or a lunatic so found by inquisition, as a lunatic in an institution for lunatics, or as a single patient, unless under a reception order made by the judicial authority thereinafter mentioned. Section 9, sub-section 1, defined the "judicial authority" as a justice of the peace specially appointed, a county court judge, or a stipendiary magistrate. It was contended that the judicial authority exercised merely administrative functions in signing a reception order, in the same way as the London County Council, in hearing applications for music and dancing licences, acted administratively: see *Royal Aquarium and Summer and Winter Garden Society* v. *Parkinson* (40 W. R. 450; 1892, 1 Q. B. 431). It seemed clear to his lordship from the provisions of the Act that the judicial authority exercising lunacy jurisdiction was exercising judicial functions. It was said that the evidence was not taken upon oath. The answer to that objection was that the statements in the petition, in the particulars, and in the medical certificates were made evidence by the Act (sections 6, 28); and by section 317 if any person made a wilful misstatement therein he was guilty of a misdemeanour. It was further urged in opposition to this view that the alleged lunatic was not called before the judicial authority. That, however, could not affect the question of absolute immunity, because a statement made on an *ex parte* proceeding before a magistrate in court was absolutely privileged. It was next said that the reception order did not affect the status of the alleged lunatic. In his opinion it did. As long as the order stood the alleged lunatic was not entitled to be a free person. He therefore held, upon the true construction of the Act, that the judicial authority exercising lunacy jurisdiction, as stated in the statement of claim, was exercising judicial functions, and any statement made in the course of that proceeding was absolutely privileged. The appeal must be allowed with costs here and below, and the master's order restored.

CHITTY, L.J., agreed. This was a judicial proceeding according to the statute. It commenced with a petition and a statement of particulars in the form given in Schedule 2 of the Act, and the answer alleged to be defamatory was given in answer to a question specified in that form. It was said that the evidence was not given on oath; but the answer to that was that the Act itself specified what should be sufficient evidence, and by section 317 it safeguarded the proceedings by enacting that a person making a wilful misstatement should be guilty of a misdemeanour. Moreover, the judicial authority could call other persons and administer an oath. The statement, therefore, was absolutely privileged, and the statement of claim should be struck out and the action dismissed under ord. 25, r. 4.—COUNSEL, *Blake Odgers*, Q.C., and *Etherington Smith*; *R. M. Bray*, Q.C., and *Willoughby Williams*. SOLICITORS, *Indermaur & Brown*, for *Clifford & Perkins*, Loughborough; *Dalston, Son, & Elliman*, for *Turner, Barrows, & Moss*, Nottingham.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Queen's Bench Division.

STAREY *v.* GRAHAM. Div. Court. 25th Jan.

PATENT AGENT—REGISTRATION—PERSON PRACTISING AS PATENT AGENT PRIOR TO THE PASSING OF THE ACT—"RIGHT ACQUIRED"—RULES MADE BY BOARD OF TRADE—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1888, ss. 1 AND 27—REGISTER OF PATENT AGENTS RULES, 1889 AND 1891—PATENT RULES, 1890.

In this case the question was raised whether a patent agent who *bonâ fide* practised as such before the passing of the Patents, Designs, and Trade-Marks Act, 1888, is entitled to describe himself as a patent agent without being registered in pursuance of the Act, and without having paid the fee imposed by the Register of Patent Agents Rules, 1889. Section 1 of the Act of 1888 enacts that after the 1st of July, 1888, no person shall be entitled to describe himself as a patent agent unless he is registered as a patent agent in pursuance of the Act. Sub-section 3 provides that every person who proves to the satisfaction of the Board of Trade that prior to the passing of the Act he had been *bonâ fide* practising as a patent agent shall be entitled to be registered as a patent agent in pursuance of the Act. Sub-section 4 imposes a penalty if any person shall describe himself as a patent agent in contravention of the Act. Section 27 of the same Act provides, *inter alia*, as follows: "Nothing in this Act shall affect the validity of any Act done, right acquired, or liability incurred, before the commencement of this Act." Sub-section 2 of section 1 provides that the Board of Trade may from time to time make rules for the purpose of giving effect to the section, and that the provisions of section 101 of the Patents, Designs, and Trade-Marks Act, 1883, shall apply to all rules so made. Section 101 of the Act of 1883 provides for the making of rules by the Board of Trade for, among other things, regulating the practice of registration under the Act. It also provides (sub-section 4) that any rules so made shall be laid before both Houses of Parliament, and advertised, and (sub-section 5) that if either House of Parliament shall within forty days resolve that such rule shall be annulled, the same shall henceforth be of no effect. Rules were duly made by the Board of Trade in 1889, and were intituled the Register of Patent Agents Rules, 1889, which provided, *inter alia*, for the payment of a fee of five guineas for the registration of the name of a patent agent who had been *bonâ fide* in practice prior to the passing of the Act. The appellant was a person who had been *bonâ fide* practising as a patent agent prior to the passing of the Act. He neglected to get himself registered in pursuance of the Act of 1888 and to pay the registration fee. He continued none the less to describe himself as a patent agent as he had been wont to do prior to 1888. An information having been preferred against him by the respondent under section 1 of the Act of 1888, he was convicted and fined. A case was stated for the opinion of the court. It was contended on the appellant's behalf (1) that he was exempted from the requirements of the Act with regard to registration and the payment of fees by virtue of section 27, having acquired a "right" to describe himself as a patent agent within the meaning of the section; and (2) that the Rules of 1889 were repealed by the Patent Rules, 1890, rule 81 of which provides that "all general rules heretofore made by the Board of Trade under the Patents, Designs, and Trade-Marks Acts, 1883-88, shall be and they are hereby repealed. . . ." The Register of Patent Agents Rules, 1891, transfers the powers of the Institute of Patent Agents "under the Register of Patent Agents Rules, 1889," to the Chartered Institute of Patent Agents, enacting that "the rules of 1889 shall, where applicable, and save in so far as they are altered by the present rules, have effect. . . ." It was further contended on behalf of the appellant that even if the rules of 1889 could be taken to be re-enacted by this reference to them in the rules of 1891 they were not valid, because the requirements of section 101 of the Act of 1883 had not been complied with.

THE COURT (LAWRANCE and CHANNELL, JJ.) dismissed the appeal.

LAWRANCE, J., said that the "right acquired" mentioned in section 27 did not refer to a right, such as the appellant contended for, to describe himself as a patent agent without being registered, but to some such right

as the right to be registered without undergoing an examination. The rules of 1889, though, as it appeared, inadvertently repealed by those of 1890, were effectively re-enacted by the rules of 1891.

CHANNELL, J., said that by a "right acquired" was meant a special right acquired by an individual. To construe the expression as the appellant did would be to nullify the provisions of the Act altogether in the case of persons who had been practising prior to its commencement. With regard to the rules of 1889, he said that words were used in the rules of 1890 sufficient to raise the point whether the rules of 1889 were not thereby repealed. But it was unnecessary to decide that point, because though the rules of 1891 were framed upon the assumption that the rules of 1889 existed, the language used in fact was sufficient to re-enact them. He thought that the provisions of section 101 of the Act of 1883 were directory.—COUNSEL, *Muir Mackenzie* and *Samuel Green*; *H. Sutton* and *Corrie Grant*. SOLICITORS, *Firth & Co.*; *Radford & Franklin*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

JONES *v.* **BEIRNSTEIN.** Div. Court. 25th Jan.

LANDLORD AND TENANT — DISTRESS — POUND BREACH — POSSESSION — TEMPORARY ABANDONMENT OF POSSESSION.

This case raised the question whether to sustain an action for pound breach of goods distrained the distrainer must shew that he was in actual possession of the goods as against the true owner thereof. The plaintiff distrained for £12 10s. arrears of rent upon the premises of his tenant—Morrissey, and put a man, Kay, in possession of them. This man remained in the house during the day, going home each evening and returning on the following morning. On Saturday, the 16th of July, he left at 8.30 p.m. intending to return the following Monday. Shortly after his departure the defendant, to whom some of the goods on the premises belonged, he having let them to Morrissey on a hire-purchase agreement, came and carried away the goods belonging to him. The plaintiff brought an action in the county court for treble damages for pound breach against the defendant. The county court judge found that Kay had abandoned possession, but had not abandoned the distress, and might be considered in constructive possession of the goods. Holding that real possession was required, he gave judgment for the defendant. It was contended for the plaintiff that real possession was not necessary in order to enable the distrainer of goods to maintain an action for pound breach. It was argued that according to the early law, when cattle or goods taken in distress were impounded in a public pound no possession on the part of the distrainer was necessary, the cattle or goods being considered to be in the custody of the law, and that the law was not altered in that respect by 11 Geo. 2, c. 19, s. 10, which substituted impounding on the premises for impounding in a public pound, enacting that "it shall and may be lawful to and for any person or persons lawfully taking any distress for any kind of rent to impound or otherwise secure the distress, of what nature or kind soever it may be, in such place or on such part of the premises chargeable with the rent as shall be most convenient for impounding and securing such distress. . . . " The following cases were cited: *Washborn* v. *Black* (11 East, 405 (Note)), *Swan* v. *Falmouth* (*Earl of*) (8 B. & C. 456), *Firth* v. *Purvis* (5 T. R. 432), and *Kemp* v. *Christmas* (79 L. T. 233). It was contended on behalf of the defendant that the goods were not here impounded but were "otherwise secured," so that as soon as possession of them was abandoned by the distrainer the true owner had a right to take them. *Tennant* v. *Field* (8 E. & B. 336) and *Thomas* v. *Harries* (1 Man. & Gr. 695) were cited.

THE COURT (LAWRANCE and CHANNELL, JJ.) allowed the appeal.

LAWRANCE, J., said that it was clear from *Bannister* v. *Hyde* (2 El. & El. 627) that in a distress it is not necessary to have any one actually in the premises. He therefore thought the county court judge was wrong.

CHANNELL, J., said that in order to maintain an action for pound breach it was necessary to shew that the goods were in the custody of the law. Once they were in the custody of the law the retention of actual physical possession was not necessary.—COUNSEL, *J. D. Crawford*; *Green*, Q.C., and *Schwabe*. SOLICITORS, *C. J. Parker*; *H. E. Tudor*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

UNITED STATES OF AMERICA *v.* **PELLY AND ANOTHER.** Bigham, J. 26th Jan.

FOREIGN ENLISTMENT ACT, 1870 (33 & 34 VICT. c. 90), s. 8 (4)—CONTRACT BY ENGLISH OWNERS TO SELL SHIPS TO AMERICAN GOVERNMENT—CONTRACT TO BECOME VOID IF UNITED STATES BECAME BELLIGERENTS—BUT DEPOSIT TO BE RETAINED BY VENDORS IF FROM THAT CAUSE THEY WERE "PREVENTED" MAKING DELIVERY—DECLARATION OF WAR BETWEEN UNITED STATES AND SPAIN—ACTION TO RECOVER DEPOSIT.

Commercial cause. Action to recover £5,300 deposit paid under a contract for the purchase from the defendants of two steam colliers. The defendants pleaded that by reason of the outbreak of war between America and Spain it was impossible for them to deliver the ships, and that by the terms of the contract they were entitled to retain the deposit. So far as material the contract was as follows: It was entered into on the 21st of April, 1898, in London, and by it the United States Government, through their representative, agreed to buy from the defendants two of their ships, *The Rockwood* and *The Lockwood*, for the sum of £26,500 each, to be delivered in New York "as soon as possible." The deposit paid was 10 per cent. on the purchase price. It was provided by clause 7 that, if from blockade or any other cause arising from the United States becoming belligerents, and preventing delivery of either of the said steamers, the contract was to be null and void, but in that case the vendors were to retain the deposit as liquidated damages, and in addition, if the steamer or steamers had sailed from the United Kingdom, a further payment of £2,500 for each steamer was to be made to the vendors. The plaintiffs alleged that there had been delay in dispatching the vessels and that the defendants were not "prevented" within the meaning of clause 7 of the contract from delivering the ships. The latter question turned upon the construction that ought to be placed on the Foreign Enlistment Act, 1870, which regulates the conduct of her Majesty's subjects during the existence of hostilities between foreign states, and imposes by section 8 (4) a penalty by fine or imprisonment on anyone who, without licence of her Majesty, dispatches or causes or allows to be dispatched, any ship with intent or knowledge or having reasonable cause to believe that the same shall or will be employed in the military or naval service of any foreign state at war with any friendly state. The defendants case was that on the 23rd of April the United States declared war with Spain. On that day they wrote to the naval attaché at the American Embassy in London, who had signed the contract on behalf of the United States Government, that as the United States had become belligerents they were prevented from delivering either steamer. For the plaintiffs it was contended that until the English Government had notified the fact that America was at war with Spain by a proclamation of neutrality, the provisions of section 8 of the Act of 1870 did not arise, and that the defendants were only entitled to retain the deposit under clause 7 of the contract if they were physically prevented from delivering the ships.

BIGHAM, J., in giving judgment, said the ships were bought because it was almost certain that war would break out between the United States and Spain, and a very proper clause had been inserted in the contract that if the United States became belligerents and the vendors were unable, from any cause whatever arising therefrom, to deliver the ships the contract was to be null and void except that the vendors were to be entitled to retain the deposit. The allegation that there had been delay on the part of the shipowners in getting the ships ready to start for New York was rebutted by the evidence called by the defendants. On the second point raised by the defence, in his judgment, the defendants also succeeded—for if a man found himself doing some act which would be contrary to law, he was "prevented" from doing that act. That, in his opinion, was the meaning to be given to the word "prevented" as it was used by the parties in clause 7 of the contract. It did not mean merely a physical prevention, but that if from any cause it was improper or wrong for the defendants to deliver the ships they were not to be held liable for not doing so, and even in that event they were to be compensated for their trouble and expenses by retaining the deposit. Judgment for the defendants.—COUNSEL, *Cohen*, Q.C., *Joseph Walton*, Q.C., and *Newton Crane*, for plaintiffs; *Sir R. T. Reid*, Q.C., and *Scrutton*, for defendants. SOLICITORS, *Chester & Co.*; *Drayton & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

RITCHIE (Appellant) *v.* **LARSEN** (Respondent). Div. Court. 26th Jan.

MERCHANT SHIPPING ACT, 1894—AGREEMENT WITH CREW—FOREIGN PORT WHERE THERE IS A BRITISH CONSULATE—ADVANCE NOTE FOR MORE THAN ONE MONTH'S WAGES—VALIDITY OF SUCH ADVANCE—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60), ss. 113-115, 124, 140.

Special case stated by justices of Swansea. The respondent, a seaman, shipped on board the British ship *Melville Island*, of which the appellant, Captain Ritchie, was master, at Talcahuano, a nitrate port in Peru where there was a British consulate, his wages being £3 a month. He signed an advance note for £4 10s., to be paid to a third party after the sailing of the vessel, and the captain also paid away 16s. 8d. on his account and under his authorization. On the termination of the voyage at Swansea the appellant claimed to deduct these sums from what was due to the respondent for wages, but the seaman objected to the £1 10s. in excess of a month's wages and the 16s. 8d. (making £2 6s. 8d. in all) being deducted, on the ground that it would be illegal under the Merchant Shipping Act, 1894, which limits in certain cases advances to seamen by the shipowner of a greater amount than one month's wages. The justices upheld the sailor's view, and Captain Ritchie appealed. In support of the appeal counsel contended that section 140 of the Merchant Shipping Act, 1894, related only to seamen engaged in and going to sea from any port in the United Kingdom. The section did not apply to seamen engaged abroad, and section 124 should, therefore, not be read together with section 140, as it was a separate and distinct enactment applicable to the case only of seamen shipped in and sailing from the United Kingdom. For the respondent it was urged that only a sum not exceeding the amount of one month's wages (in this instance £3) could be deducted from a seaman's wages under an agreement entered into by him as provided by sub-section 1 (*a*) of section 140, and that by sub-section 2 any other agreement "by or on behalf of the employer of a seaman for the payment of money to or on behalf of the seaman, conditionally on his going to sea from any port in the United Kingdom shall be void, and any money paid in satisfaction or in respect of any such agreement shall not be deducted from the seaman's wages . . ." The seaman having been engaged abroad at a port at which there was a British consular officer, before whom the sailor entered into this agreement, the provisions of section 124 applied, and the engagement, although made abroad, must be treated as an engagement made with the crew, subject to the provisions of the Act applicable to engagements made with the crew in the United Kingdom. The justices were of opinion that the provisions of section 124 ought to be read into section 140. The respondent having been engaged abroad at a port where there was a British consul, the provisions respecting engagements with the crew as enacted in section 140 should apply, as modified by section 124, in this case, and they held that payments made by the appellant in excess of the first month's wages at the port of Talcahuano to be void. They therefore ordered the appellant to forthwith pay to the respondent the sum of £2 6s. 8d., together with the respondent's costs.

CHANNELL, J., who delivered the judgment of the court, said that, looking only at the language of the Act, the construction adopted by the magistrates was clearly wrong. By section 113, the master of every ship, except small coasting vessels, was required to enter into an agreement with every seaman of his crew that he carried to sea from any port in the United Kingdom. By section 114 every such agreement was to be in the form provided by the Board of Trade, and by sub-section 3 of that section the agreement with the crew was to be so framed as to admit of such stipulations to be adopted at the will of the master and seaman in each individual case whether he was receiving an advance and allotment of wages or otherwise as were not contrary to law. Section 115 enacted that agreements with the crew made in the United Kingdom in the case of foreign-going vessels registered either within or without the United Kingdom should be entered into in the presence of a person called the superintendent. The agreement was to be in conformity with various provisions therein set out, shewing that these particular provisions related only to agreements to be made in the United Kingdom. Passing on to section 124, it was to be observed that in cases where a master of a ship engaged a seaman in any British possession other than that in which the ship was registered, or at a port in which there was a British consular officer, the foregoing provisions respecting agreements with the crew made in the United Kingdom should apply, but should be subject to certain modifications. Reading these sections together, it was obvious that agreements for the engagement of a crew to sail from a British possession other than at the port where the ship was registered or one in which there was a British consular officer, were to be made in the same way as in the case of agreements entered into in the United Kingdom, with necessary modifications. By section 140, where the agreement with the crew was required to be made in a form provided by the Board of Trade, the agreement might contain a stipulation for payment in advance to or on behalf of the seaman on his going to sea in pursuance of that agreement of a sum of money not exceeding the amount of one month's wages. For the respondent counsel had contended that by virtue of section 124, the limiting enactment applied not only to agreements made in the United Kingdom but also to agreements made in any British possession and foreign port where the agreement had to be made before a British consular officer. No doubt the agreement with the crew had in every such case to be made before the consular official, but in his view of the Act the restriction as to the advance of wages did not apply, and if in that case more than one month's wages was advanced under an advance note, the Act did not make the contract void. It was unnecessary to read the prohibiting clause as co-extensive with the enabling clause. The object of the Act was to protect seamen against the nefarious practices of a class of persons called "crimps" in the United Kingdom. The same considerations that induced the Legislature to bring in this statute did not apply when the sailor was engaged at a foreign port. The provisions of the Act required to be modified, for obviously the power of the Legislature in such a case was less than when the agreement to ship to sea was one made in the United Kingdom. If a contrary result were arrived at, a seaman who owed a debt in excess of a month's pay might be detained indefinitely at a foreign port. The order of the magistrates was founded on an erroneous view of the true construction of the statute, and the appeal would be allowed with costs, and the magistrates' order quashed. [Counsel for the respondent said that Lawrance, J., having intimated that he felt so much doubt on the question that he refrained from expressing any independent opinion, he was instructed to ask for leave to appeal. The application was granted.]—COUNSEL, *J. A. Hamilton; Montague Lush.* SOLICITORS, *W. A. Crump; Richard White.*

[Reported by ERSKINE REID, Barrister-at-Law.]

GORDON *v.* **CANN.** Div. Court. 26th Jan.

LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), s. 85—LIGHTING-UP TIME—"ONE HOUR AFTER SUNSET"—STATUTES (DEFINITION OF TIME) ACT, 1880 (43 & 44 VICT. c. 9).

Case stated by justices for the city of Bristol. The sole question for the decision of the court was what was the meaning of the expression "one hour after sunset" used in section 85 of the Local Government Act, 1888, which required lights to be carried on bicycles and other similar machines "between one hour after sunset and one hour before sunrise." Did it mean an hour after sunset in a particular locality—which was the appellant's contention—or an hour after sunset at Greenwich, or an hour after Greenwich mean sunset? The difficulty in deciding the question arose from the fact that by the Statutes (Definition of Time) Act, 1880, it was enacted that whenever any expression of time occurred in any Act of Parliament the time referred to should, unless it was otherwise specially stated, be held in the case of Great Britain to be Greenwich mean time. The magistrates considered that the expression meant sunset at Greenwich, because they thought it would be of advantage that there should be a readily ascertained time for lighting up. They accordingly convicted the appellant, who on the occasion of the alleged offence, on the 19th of August, 1898, was riding a bicycle in Bristol without a light at 8.15 p.m. by Greenwich time, which was less than an hour after sunset at Bristol, but more than an hour after sunset at Greenwich on that date. On behalf of the appellant it was contended that the expression "one hour after sunset" was not an expression of time within the meaning of the Act of 1880. If the learned counsel was wrong in that submission, then the words would necessarily have the meaning of "one hour after Greenwich mean sunset," which, if it meant anything, would mean that lighting up time was 6 o'clock all the year round. There was no difficulty in fixing the time of sunset at any given locality in England by reference to the book of the C.T.C. No one appeared for the respondent.

LAWRANCE, J.—The appeal must be allowed. I am not surprised that no one appears on the other side, for the decision of the justices is clearly wrong.

CHANNELL, J.—I concur. [LAWRANCE, J.—Do you ask, Mr. Macmorran, for costs? I see that the respondent originally started these proceedings for the purpose of getting a decision on this question. *Mr. Macmorran.*—I ask that costs may follow the judgment. LAWRANCE, J.—Certainly. I think you are quite entitled to your costs.] Conviction quashed.—COUNSEL, *Macmorran*, Q.C., and *Alexander Glen.* SOLICITORS, *Darley & Cumberland*, for *J. C. Gillmore*, Bristol.

[Reported by ERSKINE REID, Barrister-at-Law.]

THE QUEEN *v.* **POWELL.** Div. Court. 20th Jan.

LOCAL GOVERNMENT—ASSISTANT OVERSEER—APPOINTMENT—CUSTODY OF RATE-BOOKS—POOR LAW AMENDMENT ACT, 1844 (7 & 8 VICT. c. 101), s. 61—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 53), s. 5 (1).

Rule *nisi* for a *mandamus* to the overseers of the parish of Upton Bishop, directing them to deliver up the rate-books of the parish to the assistant overseer to enable him to perform his duties. The applicant had been appointed assistant overseer in the year 1898 by resolution of the parish council, pursuant to section 5 (1) of the Local Government Act, 1894. The resolution did not prescribe what his duties were to be, but was general in form. The overseers desired to collect the rates themselves, and refused to give the applicant the custody of the rate-books. The applicant then obtained this rule *nisi*. In shewing cause against the rule it was contended, first, that the appointment of the applicant by mere resolution of the parish council was bad, an instrument under the seals of the chairman and two members of the council being required (Local Government Act, 1894, s. 3 (9), Schedule I., Part 3 (4)); and, secondly, that the assistant overseer was the servant of the overseers, and was bound to perform such duties only of the overseers as they chose to delegate to him, and that if, as in the present case, they elected to collect the rates themselves they were entitled to retain the rate-books for that purpose and were not bound to permit the applicant to use them. Section 61 of the Poor Law Amendment Act, 1844 (7 & 8 Vict. c. 101) was referred to, by which an assistant overseer is required in all matters relating to the duties of overseers to obey the directions of the majority of overseers of the parish; the same section provides that the appointment of an assistant overseer is not to discharge an overseer from his responsibility for the provision and supply of moneys necessary for the relief of the poor or for any of the purposes to which the rates made for the relief of the poor may by law be applicable. It was contended *contra* that the resolution, duly recorded in the minutes, was a sufficient appointment; and that an assistant overseer appointed by the parish council was not the servant of the overseers but was bound to perform the duties cast upon him by his appointment; one of these duties was the collection of the rates. The power given to the parish council by section 5 (1) of the Local Government Act, 1894, to appoint an assistant overseer was intended to be an effective power, and the overseers were not entitled to render it ineffective. *Rex* v. *Christchurch* (26 L. J. M. C. 68, 27 L. J. M. C. 23), *Smith* v. *Hirst* (23 L. T. 665), and *Stingley* v. *Surridge* (12 L. J. M. C. 122) were referred to.

THE COURT (LAWRANCE and CHANNELL, JJ.) thought that the rule ought to be made absolute, but should be moulded so as to require the overseers to permit the assistant overseer to have the rate-books "for the purpose of enabling him to perform the duties of his office." Rule absolute.—COUNSEL, *Corner* and *Poyser*; *A. T. Lawrence*, Q.C., and *Daniel.* SOLICITORS, *Bennett & Co.*, for *Corner & Co.*, Hereford; *Giesing, Shelton, & Co.*, for *Adams*, Upton Bishop.

[Reported by T. R. C. DILL, Barrister-at-Law.]

BEARDSLEY *v.* **BEARDSLEY.** Div. Court. 27th Jan.

ESTOPPEL—RES JUDICATA—ACTION BY HEIR-AT-LAW ALLEGING INTESTACY—PROCEEDINGS IN PROBATE DIVISION—CITATION OF HEIR-AT-LAW—COURT OF PROBATE ACT, 1857 (20 & 21 VICT. c. 77), s. 63.

Point of law raised on the pleadings and set down for argument under R. S. C. ord. 25, r. 2. The statement of claim alleged that Solomon Beardsley died intestate as regards certain real property of which he was seised in fee, and that the plaintiff was his heir-at-law, and that the defendants wrongfully withheld possession from the plaintiffs, they claiming to be entitled under an alleged will and codicil of the deceased; the claim was for possession and *mesne* profits. The defendant, the widow of the deceased, by her defence denied the intestacy and claimed to be entitled to a life estate under the will of the deceased; her defence also stated that in 1897 an action was commenced in the Probate Division, in which she was plaintiff and the present plaintiff and others were defendants, for the purpose of establishing the validity of the will: that the present plaintiff appeared and delivered a defence in the probate action, and was represented by counsel, and was himself present at the trial, and that a final decree was pronounced for the validity of the will: and she submitted that by reason of the matters above stated the plaintiff ought not now to be heard to impeach the validity of the will or the title of the defendant under it. In reply the plaintiff admitted that he was a party to the probate action, but pleaded that he was a party "not as heir-at-law, but as one of the next-of-kin of S. Beardsley, deceased, and the said action concerned the goods of the said S. Beardsley, and in no way related to his real estate. The defendant, M. E. Beardsley, wholly neglected and refused to cite the plaintiff as such heir-at-law to attend the proceedings in the said action, or by summons or otherwise to make him a party thereto as heir-at-law of the deceased, and took no steps to give the Probate Division jurisdiction to determine the validity of the alleged will and devise of the said S. Beardsley, deceased, of his real estate, by reason whereof the said Probate Division had no jurisdiction to decide, and did not decide the validity of

the alleged will and devise"; he therefore alleged that he was not estopped by the decision in the probate action. The question was whether he was so estopped, the contention for the plaintiff being that to establish a will against the heir-at-law he must be cited as such, and that the fact of his being a party as one of the next-of-kin was not sufficient to bind him. The Court of Probate Act, 1857, s. 61, provides that in proceedings under that Act, where the validity of a will is disputed, unless it affects personal estate only, the heir-at-law and other persons interested in the real estate shall "be cited to see proceedings or otherwise summoned in like manner as the next-of-kin . . . . and may be permitted to become parties or intervene for their respective interests in such real estate." Section 62 provides that where probate is granted "after such proof in solemn form," the probate "shall enure for the benefit of all persons interested in the real estate affected by such will . . . and the probate copy of such will . . . shall in all courts and in all suits and proceedings affecting real estate . . . be received as conclusive evidence of the validity and contents of such will." Section 63 enacts that "nothing herein contained shall make it necessary to cite the heir-at-law or other persons having or pretending interest in the real estate of a deceased person unless it is shewn to the court" that the deceased was entitled to real estate, &c., "provided that the probate decree or order of the court shall not in any case affect the heir or any person in respect of his interest in real estate, unless such heir or person has been cited or made party to the proceedings or derives title under or through a person so cited or made party." The following cases were cited: *Emberley* v. *Trevanion* (29 L. J. P. & M. 142), *Lister* v. *Smith* (10 W. R. 429, 3 Sw. & Tr. 53), *Young* v. *Ferrie* (4 Sw. & Tr. 210), *Gaunt* v. *Wainman* (3 Bing. N. C. 69), *Barrs* v. *Jackson* (1 Y. & C. C. C. 594), *Smyth* v. *Wilson* (36 L. J. P. & M. 82), *Purdey* v. *Field* (33 L. J. P. & M. 73), *Rayson* v. *Parton* (L. R. 2 P. & M. 38), *Moore* v. *Holgate* (14 W. R. 415, L. R. 1 P. 101), *Reg.* v. *Hutchings* (6 Q. B. D. 300).

Bruce, J., after stating the facts and the material parts of the pleadings, said that the question was whether the plaintiff, who had been a defendant in a probate suit for establishing the will, was bound by the decision of the Probate Court establishing the will. It was said that he was not bound, because, although he was a party to the suit he was not before the court in the character of heir-at-law. It seemed to him immaterial in what character he was a party provided he was actually a party. The issue as to the validity of the will was precisely the same whether the will related solely to personalty or to realty also. He was therefore of opinion that the plaintiff, having been a party, was bound by the decision. In *Emberley* v. *Trevanion* Sir Cresswell Cresswell had said, "I have always been of opinion that if parties are before the court in a suit in whatever capacity and take part in the litigation they are bound by the decision of that suit, and that the practice of issuing a separate citation to parties as heirs-at-law who have already appeared as next-of-kin is a work of supererogation." The learned judge was of opinion that that statement of the law was correct. It was true that the practice had prevailed in the Probate Court of issuing separate citations to persons who had already appeared as next-of-kin for the purpose of citing them as heirs-at-law, but that was done merely *ex abundanti cautelâ*. He had consulted Barnes, J., as to this, and he also agreed with the remarks of Sir Cresswell Cresswell on the point, and authorized him to say that it was in no way necessary that the heir-at-law should be cited as such when he had already been cited as one of the next-of-kin. The important words of section 63 of the Probate Act, 1857, so far as this case was concerned, were contained in the proviso: the heir was not to be affected unless he had been cited or made party to the proceedings. Here the plaintiff was a party, although not as heir-at-law, and he was bound and could not have the whole question tried again in another proceeding.

Ridley, J., agreed. The Court being of opinion that the decision of the point at law substantially disposed of the whole action, dismissed the action under the power given to them by R. S. C., ord. 25, r. 3.—Counsel, *W. H. Stevenson*; *Hextall*. Solicitors, *Atkinson & Dresser*, for *Truman*, Nottingham; *Parker & Co.*, for *J. Ormond*, Chesterfield.

[Reported by T. R. C. Dill, Barrister-at-Law.]

EDWARDS v. **PURNELL AND OTHERS.** Div. Court. 23rd Jan.

Weights and Measures—Coals—Ticket Delivered to Purchaser—Place of Weighing—Weights and Measures Act, 1889 (52 & 53 Vict. c. 21), s. 21.

This was a case stated by justices of the county of Devon. An information was preferred against the respondents charging them with an offence under section 21, sub-sections 1 and 2, of the Weights and Measures Act, 1889 (52 & 53 Vict. c. 21). Sub-section 1 provides as follows: "Where any quantity of coal exceeding two hundred weight is delivered by means of any vehicle to a purchaser, the seller of the coal shall therewith deliver, or cause to be delivered, or to be sent by post or otherwise, to the purchaser or to his servant, before any part of the coal is unloaded, a ticket or note according to the form in the third schedule to this Act, or according to a form to the like effect." Sub-section 2 imposes a penalty of five pounds if default is made in complying with the requirements of the section with respect to the delivery or sending a ticket or note. Section 22, sub-section 1, of the same Act provides as follows: "Where any quantity of coal exceeding two hundredweight is conveyed for delivery or sale in a vehicle in bulk, the seller of the coal shall, unless the vehicle is provided by the purchaser, cause the weight of the vehicle, as well as of the coal contained therein, to be previously ascertained by a weighing instrument stamped by the inspector of weights and measures, and being on or near to the place from which the coal is brought, and shall from time to time cause the tare weight of the vehicle to be marked thereon in such manner as the local authority approve." Sub-section 2 of the same section provides: "In any such case the seller of the coal shall insert or cause to be inserted in the ticket required by this Act to be given by him a statement of the correct weight of the vehicle, or of the vehicle and the animal drawing it where both are weighed together with the load, as well as the correct weight of the coal contained in the vehicle." The respondents were coal merchants carrying on business at Exeter and were in the habit of supplying coal to the Devon County Asylum at Exminster. On the 14th of June, 1898, the respondents, at the request of the committee of the asylum, sent more than 2 cwt. of coal (viz., 1 ton 3 quarters) in bulk in one of their vehicles in charge of one of their carters to the asylum. Upon arrival at the asylum the vehicle and the coal contained in it were weighed by the carter and the storekeeper of the asylum upon a weighing bridge, duly stamped and certified, belonging to the asylum. This was done in accordance with an arrangement made between the respondents and the committee of the asylum. The storekeeper at the request of the respondent's carter then filled in upon a form handed to him by the carter the weight of the coal and vehicle and the tare weight of the vehicle and the net weight of the coal. The ticket thus filled in was then delivered by the respondent's carter to one of the servants at the asylum. A book of forms was carried by the carter for this purpose and the forms were in accordance with the form in Schedule III. of the Act. Delivery of the coal was not accepted nor was any part unloaded until the ticket had been filled in and delivered. The justices refused to convict the respondent on the ground that the ticket had been proved to be in the form provided in the schedule and was delivered before any part of the coal was unloaded. It was contended on behalf of the appellant that the coal having been sold in bulk, section 22, sub-sections 1 and 2, ought to have been complied with, and that the particulars as to weight not having been entered upon the ticket by the respondents or their servant, but by the servant of the purchasers, and the coal not having been weighed near or on the place from which it was brought, the ticket was not in the form provided in Schedule III. *Knowles* v. *Sinclair* (77 L. T. 624) was cited.

The Court (Lawrance and Channell, JJ.) dismissed the appeal.

Lawrance, J., said that in ninety-nine cases out of a hundred the coal was weighed at the yard from whence it came, because there was no weighing machines elsewhere, but there was nothing in section 21 to prevent it being weighed elsewhere. The Act was passed to protect purchasers, not to protect sellers against their servants.

Channell, J., said that the proceedings were taken under section 21. All the requirements of that section had been complied with. Something in point was supposed to have been laid down in *Knowles* v. *Sinclair*, but all that case decided was that the ticket must contain a statement of the weight at some previous weighing. And that was decided under section 22. All that the ticket in this case had to do was to have reference to the weight at the last place of weighing, which was in this case the purchaser's premises. The prosecution was misconceived owing to the misunderstanding of *Knowles* v. *Sinclair*.—Counsel, *Duke*, Q.C., and *Kerly*; *Foote*, Q.C. Solicitors, *Ford, Lloyd, & Co.*, for *Michelmore*, Exeter; *Coode, Kingdon, & Cotton*, for *F. H. H. Orchard*, Exeter.

[Reported by C. G. Wilbraham, Barrister-at-Law.]

Bankruptcy Cases.

***Re* BEALL.** ***Ex parte* THE OFFICIAL RECEIVER** *v.* **GRIMWADE.** Wright, J. 23rd Jan.

Bankruptcy—After-acquired Property—Assignment by Undischarged Bankrupt of Future Earnings and of Debts Already Due—Intervention of Trustee—Notice of Assignment—Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), s. 50, sub-section 5.

This was an application by the official receiver as trustee in the bankruptcy, that a mortgage executed by the bankrupt, a solicitor, upon the 5th of March, 1897, and assigning all costs which might then be due, or thereafter become due to him, to one Grimwade, might be declared void in respect of all costs not due at the date of the execution thereof; and for an order that the sum of £22 13s. 8d. due to the bankrupt as solicitor for the petitioning creditor in the winding-up of the West African Estates (Limited) should be paid to the official receiver by the liquidator of the said company. A receiving order was made against the bankrupt upon the 8th of August, 1892, he was adjudicated bankrupt and is as yet undischarged. The trustee appointed by the creditors has obtained his release, and the official receiver is now *ex officio* trustee in the bankruptcy. Upon the 5th of March 1897, in consideration of a loan of money, the bankrupt executed the deed sought to be impeached whereby he assigned to Grimwade all the costs then due to him or which might thereafter become due to him. In 1898 Grimwade was one of the liquidators of a company which petitioned for the winding up of the West African Estates (Limited), and he retained the bankrupt to act as solicitor on the petition. The petition succeeded and the bankrupt became entitled to £22 13s. 8d. as his costs. Upon the 25th of April, 1898, after these costs had become due, the bankrupt gave another charge to Grimwade over all costs then due to him, but on the 5th of May, 1898, the official receiver gave notice to the liquidator of the West African Estates (Limited) to pay the costs due to the bankrupt in that matter over to him as trustee in the bankruptcy. The bankrupt subsequently made a similar claim to the costs as solicitor for Grimwade. The liquidator declined to pay either party, whereupon the trustee made the present application.

Wright, J., held that he could not declare the mortgage of the 5th of

March, 1897, void generally as regards all future costs to become due to the bankrupt, because there might be circumstances in each particular case which would require separate consideration, but with regard to the sum of £22 13s. 8d. he held that, as the trustee had intervened and perfected his title by notice to the liquidator of the West African Estates (Limited), before they had been paid to the bankrupt, and before Grimwade had given any notice of the assignment to the liquidator, the trustee was entitled to receive them, in spite of the charge of the 27th of April which purported to assign them to Grimwade. Leave to appeal was granted.—COUNSEL, *Muir Mackenzie; Herbert Reed*, Q.C., and *Craig; Edward Clayton*. SOLICITORS, *The Solicitor to the Board of Trade; Beall & Co.; C. H. Hoare*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Re **MASON**. *Ex parte* **BING** *v.* **CRAIG**. Wright, J. 5th Dec.; 23rd Jan.

BANKRUPTCY—PROOF—PARTNERSHIP—LOAN OF MONEY AT RATE OF INTEREST VARYING WITH PROFITS OF BUSINESS—PARTNERSHIP ACT, 1890 (53 & 54 VICT. c. 39), ss. 2 (3) (d), 3.

This was an appeal by a creditor from the decision of the trustee in bankruptcy postponing her proof until all other creditors should be paid in full, on the ground that the proof was in respect of a loan of money to a business at a rate of interest varying with the profits, within section 2 (3) (*d*) and section 3 of the Partnership Act, 1890, which enacts that, where money has been advanced to a person engaged in business on a contract with that person that the lender shall receive a rate of interest varying with the profits, then in the event of such person being adjudged a bankrupt the lender shall not be entitled to recover anything in respect of the loan till all the other creditors have been satisfied. The first advance made by Mrs. Bing, the appellant, was made to the firm of Mason & Bryan under the terms of an agreement dated the 2nd of October, 1893, whereby she agreed to provide £600 on the 31st of January, 1894, and further capital not exceeding £1,000 on the 21st of July, 1894, and it was further agreed that she was to receive a sum equal to one-third of the profits of the business in lieu of interest. The partnership between Mason and Bryan was dissolved by a deed dated the 1st of June, 1895, whereby Mason took over the business and agreed to pay and satisfy all moneys owing by the firm to Mrs. Bing. Upon the 1st of August, 1895, a further agreement was entered into between Mason and Mrs. Bing which recited that Mrs. Bing, in addition to the £1,600 agreed to be advanced under the deed of 1893, had at the date of the dissolution of partnership advanced to the firm a further sum of £2,307 14s. 2d., and had since that date advanced £1,120 to Mason. By the same deed Mason agreed to repay to Mrs. Bing the sum of £1,600 on the 31st of December, 1902, and in lieu of interest thereon one moiety of the profits of the business. He further agreed to pay her the sum of £1,000 (part of the said sum of £2,307 14s. 2d.) by the 31st of December, 1895, a further sum of £1,000 by the 30th of April, 1896, and the residue of the said sum of £2,307 14s. 2d. and the said sum of £1,120, and all further advances by the 30th of April, 1897, "and until the said principal sums (other than the said sum of £1,600) shall be repaid will pay to her interest thereon or on so much thereof respectively as shall be owing at the rate of £5 per cent. per annum." Mason became bankrupt in 1898, and Mrs. Bing proved in the bankruptcy for the whole of the moneys advanced by her, whereupon the trustee rejected the proof upon the grounds stated above. Upon appeal it was contended for Mrs. Bing that only £1,600 had been lent at a rate of interest varying with the profits, and that the further loans of £2,307 14s. 2d. and £1,120 were lent under the terms of the agreement of the 1st of August, 1895. It was also contended that this case was not within the letter of section 3 of the Partnership Act, 1890: "In the event of any person to whom money is advanced . . . being adjudged a bankrupt . . . the lender shall not be entitled to recover, &c.," because the loan had originally been made to Mason and Bryan, and only Mason had been adjudged a bankrupt.

WRIGHT, J., dismissed the appeal, holding that as the agreement of the 1st of August, 1895, referred to the sums of £2,307 14s. 2d. and £1,120 as already lent, the proper inference to draw was that they were lent upon the terms of the agreement of the 2nd of October, 1893, at a rate of interest varying with the profits of the business. His lordship considered the point as to the wording of section 3 of the Partnership Act, 1890, very ingenious, but held that, as the money was lent to a firm the sole remaining representative of which had been adjudged a bankrupt, the case fell within the meaning of the section.—COUNSEL, *Herbert Reed*, Q.C., and *Hansell; Dickens*, Q.C., and *P. T. Blackwell*. SOLICITORS, *Robbins, Billing, & Co.; S. Myers*.

[Reported by P. M. FRANCKE, Barrister-at-Law.]

Solicitors' Cases.

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

27 Jan.—THOMAS HOWARD BILL (Wolverhampton).
27 Jan.—CHARLES ROBERTS (Birkenhead).

Early next April, says the *Daily News*, a very lucrative post in the civil staff of the War Office will fall vacant. This is the Deputy-Judge Advocate-Generalship of the Forces, at present held by Mr. J. C. O'Dowd, C.B. As the salary attached to the office is the liberal one of £1,000 per annum, there is naturally a large number of candidates for the appointment. The chief direction in which the work associated with the occupancy of the office lies is in that of revising and reporting upon the proceedings of "district" and "general" courts-martial. If any irregularity be discovered in them, the conviction obtained is quashed.

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Tuesday, the 9th day of August, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice STIRLING (1898—L.—No. 1,592).

In re The London & Provincial Co-operative Supply ld. Ellen Maria Hayward (Spinster) v. The London & Provincial Co-operative Supply ld.

HALSBURY, C.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

GENERAL MEETING.

A special general meeting of the Incorporated Law Society was held on Friday, the 27th ult., at the Society's Hall, Chancery-lane, the President (Mr. C. B. MARGETTS, Huntingdon) taking the chair.

CLERKS TO CHANCERY REGISTRARS.

Mr. T. S. PRESTON (London) asked the following question, of which he had given notice: "Have the Council heard that it is in contemplation by the authorities to endeavour to alter the qualification of the principal clerks to the Chancery registrars?" He said there was a rumour, which was not particularly well authenticated, that the authorities were inclined to depart from the practice hitherto maintained of choosing the principal clerks to the Chancery registrars from the solicitor branch of the profession. He had no intention of finding fault with such an arrangement, nor did he desire to regard the matter from the point of view that the solicitor branch would be deprived of a privilege which they had enjoyed for a number of years, though that was objectionable. But he was there to maintain that in the interests of suitors and the public it was of first-rate importance that these clerks should be chosen from amongst solicitors. Solicitors had had the opportunity of the education to be obtained in a solicitor's office, and so understood the drawing up of Chancery orders and matters of the kind. He could, if desirable, give strong reasons why the principal clerks to the registrars should belong to the solicitor branch of the profession; but at present we did not quite know where we were with regard to the subject, and he therefore would postpone to a future occasion any arguments why he thought the solicitor branch was the proper quarter from which to get them.

Mr. CHARLES FORD (London): Where do they propose to get them?

Mr. PRESTON said he had no notion, except that they were to get them elsewhere than from the solicitor branch of the profession. There had evidently been some thought given to the matter by the authorities, because the number of the principal clerks in the year 1895, and for many years previous, had been 12. In 1896 and 1897 there were 11, and in 1898 there were 10 only. He did not know the number this year.

Mr. FORD said that, if he were not out of order, he would like to ask a further question on the same subject. Mr. Preston had informed them that the number of solicitors occupying these offices was fewer than previously. He (Mr. Ford) would be glad to know how the appointments of a similar kind had been filled? Were they filled by members of the bar, or how.

The PRESIDENT said the Council had conferred with the proper authorities upon the subject, and had received an answer to the effect that they had never heard of any intention to make an alteration in the qualification of the registrars in the Chancery Division, and they did not believe that there was any such intention. It was represented to the Council that there was no intention to interfere with the rights of solicitors in regard to the appointment of registrars' clerks. The Council could not look into the future as to whether the rights of the solicitor branch of the profession were likely to be infringed. They could only be on the alert. The Council had made inquiry and had received the answer he had mentioned.

Mr. PRESTON said that if any alteration were made the society would then be able to make known their views.

The PRESIDENT said the Council would then make a very strong protest. They were fully alive to the importance of the matter.

Mr. GRINHAM KEEN (London) said he understood from Mr. Preston that it was the qualification of the principal clerks, and that was a great point. They might, no doubt, take the communication to mean that neither the qualification of the registrars nor of the principal clerks would be altered, because the position of the clerk was all important. A principal clerk became registrar in due course, and he must be a qualified solicitor, and if any alteration was made there it would be a thing that the Council would dislike very much indeed.

The subject then dropped.

SOLICITOR TO THE TREASURY.

Mr. HARVEY CLIFTON (London) asked, in accordance with notice: "What replies have been received to the recent representation of the Council that a solicitor should be appointed to the office of Solicitor to the Treasury on a vacancy arising, and what is the purport of each reply?"

The PRESIDENT said a letter was addressed by the Council to the Treasury on the 28th of September, 1898, and the purport of the reply was that the Council's communication should receive attention.

Mr. CLIFTON asked whether the Council proposed to proceed further in the matter.

The PRESIDENT said the Council could not do more than make a representation, and the reply received was that the matter should receive attention. They could not do more; they could not make the authorities do exactly as they wished. A barrister had been appointed before, and if they insisted upon appointing one again there was nothing to be done to prevent it.

Mr. CLIFTON thought that was not the attitude which the Council should adopt.

THE PRESIDENT said there could be no discussion upon the subject. The Council had given the best answer they could with regard to the matter.

Mr. CLIFTON said that at the next meeting he should move a resolution to the effect that the Council should take steps to obtain the repeal of the necessary sections of the Act.

MEMBERSHIP OF THE SOCIETY.

The following notice stood upon the paper of business: "Mr. Charles Ford: To call attention to the recent resignation of membership of the society by Mr. Henry Reginald Wansbrough and Mr. John Longstaffe Dickinson, members of the firm of Messrs. Wansbrough, Dickinson, Robinson, & Tayler, of Bristol; and to move: 'That it be referred to the Council to consider and report on the desirableness of the funds of the society being made more available for protecting and aiding members of the society, in connection with the exercise of their profession.'"

Mr. FORD said he was afraid they had not and never had and never would have very large meetings at two o'clock in the day. He had written to a distinguished member of the profession asking him to be present to support him in the motions he was to bring forward. He had received a reply in which the gentleman in question said that he should have been pleased to support him, but he had made it a rule never to open his mouth at these meetings as it seemed like running one's head against a brick wall. That was very discouraging. He (Mr. Ford) desired to say at the outset that, as far as the particular case referred to was concerned, it was disposed of. What he was striving for was that something better should be done in the future in matters of this description. He had had the honour twenty-five years ago of proposing the senior member of this firm as a member of the society, and it was disappointing to find that after twenty-five years a member took such a view of the society that in sheer disgust he threw up his membership. What were the facts? Here was a well-known firm practising in a large city, and in the ordinary course of their practice they came across a man who no doubt turned out to be a fearful ruffian. This man gave a promissory note—he was now a convict—and he was sued upon it. He made an affidavit for leave to defend, and in it he alleged that it was obtained by the fraudulent representations of one of those solicitors—in fact that he had never signed the document. It was another document altogether. The next witness called by the man on his behalf gave the lie direct to this statement, and the consequence was, as one might have expected, that the county court judge said that a more gross, unblushing case of perjury he had never heard, and he considered it was the duty of the authorities to take action, seeing that it was an attack upon a professional man. The firm applied to the Council fully believing the Council were able and ready to protect the members against scandalous aspersions upon their good name, and that they would do it for the purpose of upholding the honour and integrity, the name and fame of the solicitor branch of the profession. But, sad to say, this firm, who had applied to the Council full of confidence, were met with a *non possumus*. The firm, however, were not prepared to allow such a scandalous piece of business to go without further notice, and they, being in a position, as far as means were concerned, to take action, said, "This man mus tbe prosecuted." And, at their own expense, they prosecuted him, and the judge who tried the case—the prisoner pleaded guilty to the charges—Mr. Justice Kennedy, said it was a gross fraud upon a professional man, living by professional honour and reputation. Accordingly, in sheer disgust, the members of this firm, who had been for many years members of the society, retired from membership. He (Mr. Ford) would like to ask the meeting and the Council if, instead of a well-known firm consisting of well-to-do men it had been the case of a young man who had just started on his career, who had been attacked in this way, what would have happened? He would have been damned for life. He would have been practically hunted out of Bristol or wherever it might have been, and would have had to seek to start a fresh career in some other city or town. Therefore he appealed to the Council with regard to the future. He knew that the Council did a great deal of good in professional matters. He heard the other day of a most creditable case of vigilance, when a distinguished member of the bar was briefed to prosecute an accountant who had been posing as a solicitor. That was right enough, but did it not strike the meeting that the Council should surely go a step further, and that in a case of the kind to which he had referred they should come forward for the purpose of preserving the reputation of the profession in view of the remarks made by the judge and that they should add thereto the authority and weight of the society in connection with the matter. The firm fortunately did not need the filthy lucre of the Incorporated Law Society. They wanted something much better, to be supported by the society and to feel that the central solicitors' institution of the whole of England and Wales was at their back. He left the matter hopefully, if not with very much confidence, in the hands of the Council with regard to the future. The older men who had to some extent feathered their nests should have regard to those who were coming forward to fight the battle of life in the face of many difficulties, that they might feel that they would be backed by the finances of the society in such circumstances, as well as by its honour, dignity, and influence. He was told that the Bristol Incorporated Law Society were considering the matter, and it had struck him that possibly the views of that society or of any other society of the kind would carry more weight with the Council than any attaching to those of a firm of solicitors. It might probably be the wish of the Council themselves that he should not press the motion, but should ask that it might stand over pending some communication from the Bristol Law Society, which he believed he was authorized to say, would consider the matter. If the Council felt that any representation from the Incorporated Law Society of Bristol would call for more consideration, he thought it would be proper for him to withdraw the resolution as stated. But he hoped the Council would see their way in future to let the members feel that in cases of this character there was some hope that they would be at the back of an honourable profession. He proposed to bring the matter forward after the communication from Bristol had been received.

Mr. ROBERT ELLETT (Cirencester) said he believed it was in the power of Mr. Ford to take the course he had determined to adopt and to refrain from proceeding with the motion. He thought this was within the competency of everyone in the hall, but he (Mr. Ellett) desired to protest in the strongest manner against a notice of this kind being put on the paper of business.

Mr. FORD rose to order. He had called attention to the matter and did not move the amendment, though he should bring it on again.

Mr. ELLETT asked the courtesy of the meeting to enable him to enter his protest against a course of action of this kind.

Mr. FORD said that if there was to be any protest he would move the resolution.

Mr. G. B. LAKE (London) observed that the motion could not be withdrawn without the leave of the meeting.

Mr. FORD moved the resolution, but it was not seconded, and, on Mr. Ellett rising to speak, he urged that as the matter was disposed of there could be no further debate.

Mr. ELLETT thereupon, to put himself in order, moved that the meeting do proceed to the next business. He objected strongly to such a resolution having been put on the agenda paper and circulated amongst the members, and supported by the speech to which they had listened. The motion and the speech charged the Council with a lack of proper regard for the interests of the members of the society, and he asserted that that was an entirely unwarranted and unfounded charge, and that the members of the Council were as keenly alive to all that concerned the interests of the members as was Mr. Ford himself. A speech such as that made by Mr. Ford was unworthy, undignified, and disgraceful.

Mr. FORD strongly objected to Mr. Ellett making a speech. He was out of order in replying on his (Mr. Ford's) motion.

Mr. ELLETT said that Mr. Ford had told them that the foundation of his charge was that a learned judge had said that the case was a disgraceful one, and that the culprit ought to be prosecuted by the authorities. He (Mr. Ellett) wished to ask the meeting whether Mr. Ford desired them to understand that amongst the other duties of the Council was that of discharging the duty of public prosecutor.

Mr. FORD: In a case of this kind, yes.

Mr. ELLETT said that if that was not the case there could be no foundation whatever for Mr. Ford's charge. There was a public prosecutor

Mr. FORD: We all know that.

Mr. ELLETT said there were funds which were appropriated for the purposes of prosecution, and there was no difficulty in a case of this kind of prosecuting the culprit, and, as the result proved, with success. There was no occasion whatever for the Council to interfere, and they had exercised a wise discretion in abstaining. The matter had been well considered, and he asserted that they had exercised a proper discretion, and therefore, not in the interests of the Council merely, but in the interests of the profession whose guardians they were, he did protest against a calumny of this kind.

Mr. FORD again protested that Mr. Ellett's remarks were quite out of order, the matter having come to an end by the withdrawal of the motion, and

The PRESIDENT said the meeting would proceed to the next business.

ADDITIONAL JUDGES.

The following notice stood upon the business paper: "Mr. Charles Ford will move: 'That in view of the hopelessness of reform substantially curtailing the duration of the Long Vacation, or otherwise substantially facilitating the transaction of business in the offices of the Royal Courts of Justice, between the 12th of August and the 24th of October, this meeting fully endorses the opinion expressed from the judicial bench by the Lord Chief Justice of England on the 9th of November last, that the due administration of justice calls for the appointment of an additional judge in the Queen Bench Division, and another judge in the Chancery Division; and this meeting directs that a copy of this resolution be forwarded to the Prime Minister, the Lord Chancellor, and the Lord Chief Justice of England.'"

Mr. FORD said he sincerely hoped he should carry unanimously the motion he was about to bring forward. He would move it in these terms: "That the due administration of justice calls for the appointment of two or more additional judges of the High Court, and this meeting directs that a copy of this resolution be forwarded to the Prime Minister, the Lord Chancellor, and the Lord Chief Justice of England." Long ago a committee, which consisted of several members of the Council and members of the bar, had before them, not for the first time, because the subject had been discussed *ad nauseam* in the profession, the consideration of the necessity of appointing additional judges. The opinion of that committee was that until additional judges were appointed it was quite idle to propose to recast the procedure with a view to a better

state of business in the courts. The position was most serious, and hitherto it appeared to have been of little use to endeavour to obtain a remedy. But whilst as long as comparatively obscure persons alone discussed the matter there was little hope of reform, the state of affairs was altogether altered when, as on the 9th of November last, the Lord Chief Justice of England, when receiving the Lord Mayor, said that there must be two more judges appointed, one in the Chancery Division and one in the Queen's Bench Division. To use homely language, what was good enough for the Lord Chief Justice was good enough for the society, which, as was well known, had long been alive to the urgent necessity of appointing additional judges. He would not weary the meeting by the experience of solicitors as shewing the necessity for the reform. They all knew it and how their clients had suffered, and what intolerable hardship and injustice had been brought about by the want of additional judges. But what should they do to secure the desired end? They had been discussing practically the question of the Long Vacation, and some of the members of the Council, he was thankful to say, were keenly alive to the necessity of some radical reform. If there was no Long Vacation, and all the arrears that came about in consequence of the Long Vacation, it was possible, as some said, though he did not believe it, that the business might be got through.

Mr. F. R. PARKER (London) questioned whether Mr. Ford was entitled to leave out the preamble of the notice he had given without the permission of the meeting. The full motion had been sent to the members and as he understood Mr. Ford was now proposing to drop the greater part of it, he asked the President's ruling as to whether Mr. Ford was entitled to do this.

The PRESIDENT said that by arrangement with the secretary Mr. Ford had dropped a part of the motion of which he had given notice, and had reduced it to the question of the appointment of additional judges. If it was encumbered with the question of the Long Vacation it was not likely to have so much effect. That it was desirable to have additional judges was pretty clear to the profession, but the Long Vacation was a question upon which the profession was very much divided. He thought the meeting would probably give Mr. Ford leave to move the resolution in the way he proposed, and it would probably be carried. If additional judges were appointed it would be very much to the advantage of the public and the profession. He asked whether the meeting would give the necessary leave. (Cries of "Yes.")

Mr. FORD thought that after the President's observations he should best suit the wishes of the meeting by contenting himself with saying that he felt sure that motion would be carried, and he would not trouble them by addressing them further.

Mr. R. PENNINGTON (London) seconded the motion, because he thought it was now universally accepted that an addition to the number of the judges was necessary. It was quite plain that they could not transact the business of the courts in a satisfactory way, and that it was necessary to strengthen them. There was the highest authority for this statement. Not only had the Council expressed such an opinion more than once, but the Lord Chief Justice had done so in his speech on the 9th of November. He (Mr. Pennington) had no doubt the difficulty was not in the Supreme Court, it was somewhere else, and they all knew where. He hoped they would continue to press upon the authorities the necessity of this reform. There was nothing like pegging away, and in course of time it would have its effect. If the meeting would unanimously carry the resolution it would strengthen the hands of the Council in endeavouring to bring about that which would be beneficial to suitors and the public.

Mr. PARKER would like to move an amendment in order to get the opportunity of expressing a contrary view to that contained in the preface to Mr. Ford's resolution as it originally stood. The amendment was to insert after the words "High Court," the words "and the meeting expresses a hope that such additional judges will sit during such part of the legal year as may be from time to time withdrawn from the Long Vacation." Mr. Ford's original resolution spoke of the "hopelessness of reform substantially curtailing the duration of the Long Vacation." He objected very seriously indeed to that notion going forth. He was very glad to know that Mr. Ford had abandoned that part of the motion, but it had been published to the members. He thought there was nothing more hopeful than the amendment of the Long Vacation, and he asserted that the resolution passed by the bar the other day seeking to amend the resolution passed in that hall at the instance of Mr. Munton—whose absence they all deplored—was a proof of that. So far from the thing being hopeless, it never was more hopeful than at this moment. It was rendered more hopeful by the resolution which the bar had passed, that the Long Vacation should commence on the first day of August and end on the last day of September. That was an attempt to drag in two additional weeks in opposition to the resolution of the society that the vacation should extend from the first Monday in August to the last Saturday in September. He hoped the Council would, with all their force, oppose the bar resolution, as it dragged in two broken weeks. But by the resolution the bar had given away the whole subject—they had shewn that they felt that they must bend their heads to the storm and submit to an amendment of the Long Vacation, but they were yet determined to preserve the ancient institution as much as possible, and that the courts should not sit a single day longer than they do now if the bar could prevent it. He would respect the wishes of those who desired an inordinate holiday and of those who had a vested interest by complying with their demand that the holidays they had had before he was born should be preserved to them, but he wished, in the most respectful manner, to convey the hope that in the appointment of any additional judges there should be no such arrangement.

Mr. E. K. BLYTH (London) seconded the amendment. He thought it very desirable, especially having regard to the fact that Mr. Ford had omitted a portion of his resolution as originally framed and issued to the members, that they should definitely say they thought there was some hope of reform, and in that case it would come in very judiciously here. Because if new judges were appointed it would be well to provide that they should not be entitled to any such vested interests as there was reason to believe the present judges felt they had a right to enjoy and which raised a difficulty in the way of shortening the Long Vacation.

Mr. GRAY HILL (Liverpool) quite sympathised with the object of the mover of the amendment, but he thought that as a matter of tactics it was inexpedient to pass it. They were desirous of attaining two ends which were each distinct from the other—the one was the appointment of additional judges, and the other the curtailment of the Long Vacation. By a resolution passed at a provincial meeting of the society some years ago at Norwich, which was confirmed at a provincial meeting at Liverpool, and again at a general meeting in that hall, it was resolved that the Long Vacation should be curtailed in a certain way, but that that curtailment should not affect the right of the judges and other officials to enjoy the vacation to which they had been accustomed, and which it might be, at the time of life to which at any rate the judges had generally reached when they were appointed, might be necessary for them. That was a question, he thought, which had better not be mixed up with the present one as to the appointment of additional judges. It was very desirable that the preamble to the resolution should have been abandoned as it had been, and he thought it would be a mistake to go beyond the resolution as Mr. Ford had moved it. Let them continue to pursue the two objects—viz., to get additional judges, and to get the Long Vacation curtailed, but it was not advisable to mix the two questions or make one in any way dependent upon the other. They wanted both, but if they could not get both let them at least try and get one as an instalment, but he urged that they should not take a step that would raise a difficulty in obtaining either of these desirable objects.

Mr. FORD said he was bound to admit that he sympathised with every word Mr. Parker had uttered, but he would appeal to him not to press his amendment. It was a pity to mix the two questions. He was as keen as any man in his desire for shortening the Long Vacation, but he thought the meeting would be better advised if they allowed the motion to go as he had proposed it. He appealed to Mr. Parker to withdraw the amendment.

Mr. PARKER agreed to this course, but observed that his amendment did not touch the vested interests of those now upon the bench, the object being to prevent such interests being attached to those who might be appointed as additional judges.

Mr. BLYTH also agreed, remarking that it was more important that the meeting should be unanimous.

The motion was carried unanimously, and the proceedings terminated.

UNITED LAW SOCIETY.

Jan. 30.—Mr. Yates in the chair.—Mr. Kirby (in the absence of Dr. Herbert-Smith) moved: "That the London water companies should be bought out by the county council." The motion was opposed by Mr. Hubbard, and the debate was continued by the Rev. V. Kirby (visitor), Messrs. J. B. Matthews, Galbraith, Edwards, Mutter, and Richardson.

THE BARRISTERS' BENEVOLENT ASSOCIATION.

The general meeting of this association was held on Wednesday in the Middle Temple-hall, when the Attorney-General took the chair.

Mr. S. H. DAY, hon. secretary, read the report, which stated that the donations received during the year amounted to £735 13s. 6d., including the amount of £150, the proceeds of the exhibition of the sketches of the late Sir Frank Lockwood. Twelve members had kindly increased their annual subscriptions and forty-seven members had joined the association. The total subscriptions received amounted to £1,433. The association at the end of the year consisted of 866 members. One hundred and twenty-two applications for assistance were received, of which ninety-nine were granted and twenty-three refused—many of those refused did not come within the rules of the association. The total amount distributed in grants was £2,381 18s. 5d. In moving the adoption of the report, the chairman assured members of the association that the cases which had been relieved were all cases which, if the particulars could be set forth, would be unanimously regarded as most deserving. As the association grew old the number of ladies and gentlemen likely to come upon the funds would not grow less. That being so, the number of members, although an improvement upon former years, did not, he suggested, represent the number of practising barristers who ought to subscribe, and the committee were anxious to enrol more men who would be small annual subscribers as well as the friends who paid large amounts. He read a letter from Lord James of Hereford regretting his inability to attend on account of a Cabinet Council, because he had wished to record the great services which Mr. Macrory, Q.C., who now retired, had rendered to the association as senior honorary secretary for more than twenty-six years.

The RECORDER OF LONDON seconded the motion, which was unanimously adopted.

The MASTER OF THE ROLLS moved and Mr. Justice MATHEW seconded a vote of thanks to the committee of management and the hon. secretaries, both learned judges paying the warmest tributes to Mr. Macroy's services. The motion was unanimously adopted, and the committee constituted for the current year.

Mr. E. Macrory, Q.C., has resigned the post of hon. secretary to the Barristers' Benevolent Association, after having held it for many years past, as has also his co-secretary, Mr. S. H. Day.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were on Wednesday called to the bar:

LINCOLN'S-INN.—Arthur Stiebel, B.A., University College, Oxford; Allan James Lawrie, Trinity College, Oxford; James Ronald Walker, M.A., Oriel College, Oxford; Robert John Grote Mayor, M.A., King's College, Cambridge; Arthur Eardley Maxwell Gibson, B.A., Wadham College, Oxford; Muhammad Rayazul Hassan, Downing College, Cambridge; Walter Lewis Robbins Graham Everitt, B.A., Merton College, Oxford; Taherali Mahomedali Kajiji, B.A., Queen's College, Oxford, and LL.B. Dublin; Syed Ahmad Nawab; Henry Isaac Close Brown, B.A., Pembroke College, Oxford; Abdul Karim Khan, B.A., Christ's College, Cambridge, and of Allahabad University, India; Walter Leonard McKinstry; Moses Awconor Williams, B.A., St. John's College, Cambridge; Edward Herbert Jones, M.A., Christ Church, Oxford; Percyvall Hart Dyke, B.A., King's College, Cambridge; Ernest Greenwood, the London University; Sripati Charan Roy; Jogendra Nath Mukerjee; Bhalabhai Bhaibabhai Patel; Jeshingbhai Bhaibabhai Patel; Mohanlal Jivanlal (admitted as Mohanlal Jivanlal Vakil); Herbert Hornby Gaine, B.A., Trinity College, Oxford.

INNER TEMPLE.—John Allsebrook Simon, B.A., Oxford; James Reginald Lea Rankin, B.A., Oxford; Robert Gordon Melville Mitchell; Augustus Ferryman Mockler-Ferryman; Lionel Edwin Metchim; Wilfred Blaydes, B.A., LL.B., Cambridge; John James Oswald Murphy, B.A., Cambridge; John Robinson McClean, B.A., LL.B., Cambridge; William Edward Hirst, B.A., Oxford; Francis Hartley Charlton, B.A., Oxford; Hon. Victor Alexander Frederick Villiers Russell, Oxford; Gerald Woods Wollaston, B.A., LL.B., Cambridge; Walter Langford Weldon, B.A., LL.M., Cambridge; John Slingsby Roberts, B.A., Cambridge; Charles Lawrence Hales, Oxford; Richard Rigg, Cambridge; Harold Spencer Morris, B.A., Oxford; Edward Higinbotham, Dublin; Percy Barratt Brooks, B.A., Oxford; John Richmond Bryce, M.D., Glasgow; Cecil Arthur Hunt, B.A., LL.B., Cambridge; Rayner Goddard, B.A., Oxford; Edward Church Bliss, M.A., Oxford; Arthur Guest Mathews, B.A., Cambridge; Arthur Corbet Hue, B.A., Cambridge; Edward Gustavus Mason, Oxford; and Frederic William Payn, B.A., LL.B., Cambridge.

MIDDLE TEMPLE.—Jonathan Fulton Carr; Richard Cunningham Dundee Ewing; Thomas Bartholomew Curran, M.P.; John Jackson Wilks, B.A., London University; Dixit Vinayak Rajaram; Harold Steed Stowe, B.A., Cambridge; Frederick Lawrence Dawson; Sydney Davey, B.A., LL.B.; Percy Alfred Harris, B.A., Trinity Hall, Camb.; Charles Henry Joseph de Gannes; Victor Havier de Verteuil; James Kerr Hay, London University; Stephen Ogle Henn Collins, B.A., Oxon.; John Edgerley Hilditch; Henry Leonard Herbert Andrews; Thomas Holland; Captain FitzRoy Hemphill; Walter Tapper Jerred, M.A., LL.B., London; Richard Riley; Harold Solomon Simmons.

GRAY'S-INN.—Forrest Fulton, London University; Hirjibhoy Hormusji Wadia, B.A. Bombay, B.A. Cambridge.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY. — Jan. 31. — Chairman, Mr. F. H. Stevens.—The subject for debate was: "That the question of law in the case of *Re Hocking*, *Mitchell* v. *Loe* (1898, 2 Ch. 567), was wrongly decided." Mr. James R. Smith opened in the affirmative; Mr. G. B. Brooke seconded in the affirmative. Mr. W. E. Singleton opened in the negative; Mr. Eustace Jones seconded in the negative. The following members also spoke in the affirmative: Mr. Neville Tebbutt, Mr. R. P. Johnson. The motion was lost by three votes.

LEEDS LAW STUDENTS' SOCIETY.—Jan. 30.—Mr. F. G. Jackson, solicitor, presiding.—The question for debate was: "A. has been in possession of certain premises for over twenty years. For the past ten years he has used them as a photographic studio. B. has recently erected a building on adjoining premises which darkens or otherwise obstructs the light to A.'s studio as previously enjoyed by him and seriously interferes with its use for photographic purposes. Is A. entitled to an injunction to prevent such interference with the access of light for the special purpose required by him." Mr. G. F. Broughton argued for the affirmative. Mr. T. M. Townend argued for the negative. Messrs. L. Ramsden, J. B. Clarke, Middleton, and Hardwick also spoke. After a careful summing up by the chairman, a vote was taken and the question was decided in the negative by a majority of four. A vote of thanks to the chairman concluded the meeting.

LEGAL NEWS.

APPOINTMENTS.

Mr. A. M. GRIFFITH-WILLIAMS, solicitor, of 124, Chancery-lane, London, has been appointed a Commissioner for Oaths.

Mr. ABEL THOMAS, Q.C., M.P., has been elected a Bencher of the Honourable Society of the Middle Temple, in succession to the late Mr. Aspinall, Q.C.

Sir JOSEPH LEESE, Q.C., M.P., Recorder of Manchester, has been elected a Bencher of the Inner Temple, to fill the vacancy caused by the elevation of Mr. Justice Bucknill to the bench.

Mr. G. G. KENNEDY, magistrate at Greenwich and Woolwich police-courts, has been appointed by the Board of Trade an Additional Magistrate to sit on the Local Marine Board for London.

Mr. HENRY EDWARD DUKE, Q.C., Recorder of Plymouth and Devonport, has been elected a Bencher of the Honourable Society of Gray's-inn.

The Incorporated Council of Law Reporting have appointed Mr. G. I. FOSTER COOKE, barrister-at-law, a Reporter to the *Law Reports* in Court of Appeal No. 2 in the place of Mr. H. Cadman Jones, retired.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

Mr. C. CAMPBELL MACKLIN, solicitor, retires from the firm of Messrs. Jenkins, Baker, & Co., of 134, Fenchurch-street, London, as from the 1st day of January last, by mutual consent. The business will be carried on as heretofore by Messrs. Frederick William Baker, William H. Behrens, and Charles Wreford-Brown, at the above address, under the style of Jenkins, Baker, Behrens, & Wreford-Brown.

GENERAL.

Sir Francis Jeune hopes soon to be able to attend the Law Courts, but the weather is still too cold to admit of his leaving the house.

It is announced that Sir Henry Hawkins has taken the title of Lord Brampton of Brampton, in the county of Huntingdon.

It is announced that Mr. Richard Horton Smith, Q.C., one of the leaders in Mr. Justice Romer's court, has retired from practice, after a connection with the bar of about forty years, he having been called at Lincoln's-inn on the 25th of January, 1859.

It is stated that Lord Herschell sat on the right of Chief Justice Fuller on the bench at Monday's sitting of the Supreme Court of the United States, in Washington. Such a courtesy has only been extended to a foreigner once before—namely, to Lord Coleridge in 1883.

A MacMahon law studentship of the annual value of £150, and tenable for four years, open to graduates of St. John's College, Cambridge, under the standing of M.A. or LL.M., who intend *bonâ fide* to prepare themselves for practice in the profession of the law, has been conferred upon Herbert Marcus Adler, B.A., LL.B., late scholar of the college. Mr. Adler was placed in the first class of the Classical Tripos, Part I, 1897, second class Law Tripos, Part I, 1898, and second Whewell scholar in International Law.

The criminal statistics for 1897 shew that the total number of proceedings taken at assizes and quarter sessions during the year under review was 11,215, a number less than in any year since 1857, with the exception of 1896. If the indictable cases disposed of summarily are added, the total, 50,736, is lower than in any year since 1860, with the exception of 1875 and 1896. The annual average for the five years ending with 1897 is 11,633 for cases tried on indictment, and 53,174 for all indictable cases, numbers which are much lower than for the three previous five-year periods, but higher than the actual figures for 1897.

At a court meeting of the Glovers Company held on Wednesday week, Mr. H. Homewood Crawford, the City Solicitor, who is the master of the guild, was presented with a silver salver, weighing some 200oz., in recognition of his successful efforts in connection with the granting by her Majesty of an "Inspeximus Charter," confirming the company's ancient charter granted by King Charles I. The court also, at the same time, presented Mr. Adam Burn, the clerk of the company, with a silver salver for his assistance. Both presentations were made by Mr. Alderman J. C. Bell, one of the wardens. The court was subsequently entertained at dinner by Mr. Crawford, the master.

The *Times* says that a committee of the judges, consisting of the Lord Chief Justice (Lord Russell of Killowen) and Justices Wills, Grantham, Kennedy, and Darling, was appointed some time since to consider the advisability of establishing an additional criminal assize at Guildford in the autumn, there being no court held there between August and the following January, in consequence of which Surrey prisoners committed during that period have had to be sent up to the Central Criminal Court for trial. The above-named committee in their report recommended that an additional assize should be so granted, and at a meeting of all the Queen's Bench judges recently this recommendation was confirmed. An autumn criminal assize will therefore be held at Guildford next autumn.

On the 25th ult., being the grand day of Hilary Term, the treasurer (Mr. Lewis Coward) and the masters of the bench of Gray's-inn entertained at dinner the Right Hon. Earl Stanhope, the Right Hon. the Earl of Onslow, G.C.M.G., the Right Hon. Lord Macnaghten, the Right Hon. Sir Michael Hicks-Beach, Bart., M.P. (Chancellor of the Exchequer), the Hon. Mr. Justice Channell, Sir James Blyth, Bart., Sir Hermann Weber, M.D., Messrs. Claude Baggallay, Q.C., F. W. Walker (High Master of St. Paul's School), T. W. Nunn, Edward Halsey, T. H Bolton, and Kendal-Grimston. The masters of the bench present, in addition to the treasurer, were: Lord Shand, Messrs. Henry Griffith, Hugh Shield, Q.C., James Shell, Beetham, Rose, His Honour Judge Paterson, Messrs. Mulligan, Q.C., Mattinson, Q.C., C. A. Russell, Q.C., Montague Lush, Richards, Q.C., M.P., with the preacher, the Rev. J. H. Lupton, D.D.

On Wednesday the Lord Chancellor was entertained by the Incorporated Chamber of Commerce of Liverpool at a banquet. In responding to the toast of his health, which was proposed by the president, Lord Halsbury referred to the question of joint-stock companies. As to the mode in which

the present law should be altered, he said that he thought the first consideration that would occur to a practical man was what was the proportion of the fraudulent companies to those which were carrying on business and creating business all through this country. He thought if anyone would take the trouble to consider the enormous quantity of capital invested in the country in joint-stock companies which were prospering and making enormous profits for those engaged in them, they would be astonished to find what a very small proportion of the whole aggregate of these companies could be made the subject of adverse comment. The problem to solve was whether you could really take care of those who were not sufficiently able to take care of themselves by restricting the powers of the knave to prevent him taking advantage of the folly of the unwise. Whatever they did in that direction must be done with great care, as it was one of those virtuous things that might have an entirely opposite effect if it was rashly done. They could not supply everyone with prudence and with provision of what was likely to happen, and if people would go into partnerships and have joint-stock shares in some gold mine in some undiscovered part of Africa, where they thought they were going to get 200 or 300 per cent. out of the profits, he defied the ingenuity of any Legislature in the world to protect them from their own folly. The effect of adopting any penalizing clause would be to drive respectable and responsible men off the directorate of the companies, not for fear of being convicted of wrong-doing, but because such men did not like to be brought into a court of justice or to be used thus for the object of punishing or detecting a few fraudulent people who cared nothing for their positions. He did not think legislation on the subject would be inappropriate in order to prevent such little transactions as they had heard of lately in some of their courts.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, Feb. 6	Mr. Beal	Mr. Jackson	Mr. Carrington
Tuesday 7	Pugh	Pemberton	Lavie
Wednesday 8	Beal	Jackson	Carrington
Thursday 9	Pugh	Pemberton	Lavie
Friday 10	Beal	Jackson	Carrington
Saturday 11	Pugh	Pemberton	Lavie
	Mr. Justice KEKEWICH.	Mr. Justice ROMER.	Mr. Justice BYRNE.
Monday, Feb. 6	Mr. Farmer	Mr. Godfrey	Mr. Greswell
Tuesday 7	King	Leach	Church
Wednesday 8	Farmer	Godfrey	Greswell
Thursday 9	King	Leach	Church
Friday 10	Farmer	Godfrey	Greswell
Saturday 11	King	Leach	Church

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Feb. 8.—Mr. VINCENT S. LEIGH, at the Mart, at 2 o'clock precisely, Freehold Ground-Rent of £36 per annum; rack-rents £170 per annum, reversion in 80 years. Also Properties at Balls Pond, Hackney, and Bethnal Green. Solicitors, Messrs. Harris & Chetham, London. (See advertisement, this week, page 6.)

Feb. 8.—Mr. ALFRED RICHARDS, at the Mart, at 2, in Lots, by order of the Directors, £150,000 of 3 per cent. Consolidated Debenture Stock of the Gas Light and Coke Co. Also Debenture, Preference, and Ordinary Stocks of the Gas Light and Coke Co., in Lots: £2,405 of 3 per cent. Consolidated Debenture Stock, £2,225 of 4 per cent. Consolidated Preference Stock, and £6,360 of Ordinary Stock. (See advertisements, this week, page 6.)

RESULTS OF SALES.

REVERSION, ANNUITY, AND LIFE POLICIES.

Messrs. H. E. FOSTER & CRANFIELD were successful in dealing with the majority of the Lots offered at the Mart, E.C., on Thursday last. The following were amongst the Lots sold, the total realized being upwards of £8,000:

ABSOLUTE REVERSION to One-eighth of £40,314; life 71	...	...	...	Sold	£3,200
ANNUITY of £5, and Life Policies for £700; life 54	...	...	...	...	,,	340
LIFE POLICIES:								
For £1,000, with profits; life 66	...	...	...	...	...	...	,,	885
For £1,000, with profits; life 72	...	...	...	...	...	...	,,	935
For £1,000, with profits; life 75	...	...	...	...	...	...	,,	1,140
For £1,000, with profits; life 64	...	...	...	...	...	...	,,	955
For £1,000, with profits; life 70	...	...	...	...	...	...	,,	610

On Thursday Messrs. C. C. & T. MOORE sold, at the Mart: 74, High-street, Whitechapel (Freehold), £4,500; 84, St. George-street (Freehold), £800; 35, Caroline-street, Stepney (Freehold), £600; 16, Three Colt-street, Limehouse (Freehold), £415; 270 and 274, High-road, Leytonstone, £550; and 6-16, St. Anne's-row, St. Anne-street, Limehouse, £975.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Examined, Tested, and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 23 years. Telegrams, "Sanitation."—[ADVT.]

FOR THROAT IRRITATION AND COUGH.—"Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homœopathic Chemists, London.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Jan. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AFONWEN PORTLAND CEMENT CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 13, to send their names and addresses, and the particulars of their debts or claims, to Charles Augustus Whitfield, 18, Bishopsgate st Within

BIRMINGHAM CENTRAL OFFICES CO, LIMITED—Creditors are required, on or before March 1, to send in their names and addresses, and the particulars of their debts or claims, to Mr Henry Walker, 1 and 2, Waterloo st, Birmingham

BLACKPOOL COAL CO, LIMITED—Creditors are required, on or before Feb 27, to send their names and addresses, and the particulars of their debts or claims, to John Harrison Robinson, Talbot chmbrs, Blackpool

FELIX HADLEY & CO, LIMITED—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to Anthony Ellis, Mitre Works, Eyre st, Spring Hill, Birmingham. Pinsent & Co, Birmingham, solors to liquidator

GEORGE ARMITAGE, LIMITED—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to Mr John Ramsden Armitage, Water lane Dye Works, Bradford. Mumford & Co, Bradford, solors for liquidator

GOLDEN BRITISH COLUMBIA, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 24, to send their names and addresses, and the particulars of their debts or claims, to Frederick Herbert Williams, 6, Queen st place

GRAHAM STEAMSHIP CO, LIMITED—Creditors are required, on or before March 11, to send their names and addresses, and the particulars of their debts or claims, to William Fothergill Graham, Cail's bldgs, Quayside, Newcastle on Tyne. Wilkinson & Marshall, Newcastle on Tyne, solors to liquidator

HEIDELBERG PROPRIETARY MINING CO, LIMITED—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to F. C. Sewell, J. Ballot, and Thomas R. Bradberry, 16, St. Helen's place. Guedalla & Cross, 21, Essex st, Strand, solors to liquidators

HAMMONDS MATABELE GOLD MINES DEVELOPMENT, LIMITED — By an order made by Wright, J., dated Jan 12 it was ordered that the voluntary winding up of the company be continued. Hoare, 15, New Broad st, solor to petner

LONDON AND HAMPSTEAD BATTERY CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 1, to send in their names and addresses, and the particulars of their debts or claims, to Henry Philipson Spottiswoode, Donington House, Norfolk st, Strand

MAGNESITE CO, LIMITED—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to William Henry Stentiford

MASHONALAND EXPLORATION AND TRADING SYNDICATE, LIMITED—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts and claims, to Granville Smith, 16, Leadenhall st

MONARCH SYNDICATE, LIMITED—Petn for winding up, presented Jan 25, directed to be heard on Feb 18. Mellor & Co, 1, Moorgate place, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 17

SAILING SHIP "B.I" CO, LIMITED—Petn for winding up, presented Jan 23, directed to be heard Feb 18. Reep & Co, 4, Great St. Thomas Apostle, Queen st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 17

SAINT MARTINS SYNDICATE, LIMITED—Petn for winding up, presented Jan 23, directed to be heard on Feb 18. Kisch & Co, 3, Barbican, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 17

SAMUEL SMITH & CO, LIMITED—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to Bertram Milne Milne and Samuel Woodhead, Horton Dyeworks, Bradford. Mumford & Co, Bradford, solors for liquidator

SPANISH CORPORATION, LIMITED—Creditors are requested, on or before March 11, to send their names and addresses, and the particulars of their debts or claims, to Mr R. Romeu, 9, New Broad st. Clarke, Broad st House, solor for liquidator

SPANISH RAILWAYS TRUST AND INVESTMENT CO, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to William Walthall Macdonnell Miller, Portland House, Basinghall st. Harwood & Stephenson, solors to liquidator

STOCKTON MALLEABLE IRON CO, LIMITED—Creditors are required, on or before March 30, to send their names and addresses, and the particulars of their debts or claims, to Marshall Fowler, George Newby, John Wilson Watson, and William Edwin Pease, Stockton Malleable Iron Works, Stockton on Tees. Watson & Co, Stockton on Tees, solors for liquidators

VIMBOS, LIMITED—Petn for winding up, presented Jan 23, directed to be heard on Feb 18. Drake & Co, 24, Rood lane, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 17

WORTHING CONSTITUTIONAL CLUB CO, LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses and the particulars of their debts or claims, to Mr. W. H. Waterman, Chapel rd, Worthing

FRIENDLY SOCIETY DISSOLVED.

WAKEFIELD WORKING MEN'S COAL CLUB, LIMITED, Wakefield, Yorks. Jan 9

London Gazette.—TUESDAY, Jan. 31.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARE MANUFACTURING CO, LIMITED—Creditors are required, on or before March 21, to send their names and addresses, and the particulars of their debts or claims, to Mr John Henry Ratcliff, Dog and Partridge Hotel, Stretford, nr Manchester. Rhodes, Manchester, solor to liquidator

HOME AND COLONIAL CYCLE SUPPLY CO, LIMITED—Creditors are required, on or before Feb 13, to send their names and addresses, and particulars of their debts or claims, to Charles Edward Pillinger, 18, Laurence Pountney hill

LONDON AND NORTHERN ASSETS CORPORATION, LIMITED—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Mr Alfred Akers, 15, George st, Mansion House. Baker & Co, 117, Cannon st, solors to liquidator

NEW LLANGOLLEN LIME AND FLUXING STONE CO, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Mr H. W. Brotherton, 8, North John st, Liverpool. Batesons & Co, solors for liquidator

NEW RAND GOLD MINES, LIMITED—Creditors are required, on or before Feb 28, to send in their names and addresses, and the particulars of their debts or claims, to Mr James Drayson Austen Norris, 5, Laurence Pountney hill

WELSH WHISKY DISTILLERY CO, LIMITED—Creditors are required, on or before Feb 28, to send in their names and addresses, and the particulars of their debts or claims, to Edward C. Nicholls, 18, Walbrook

WESTERN AUSTRALIAN SMELTING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to E. T. Bernard, 6 and 7, Grocer's Hall ct. Cheston & Sons, 1, Great Winchester st, solors

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 10.

BLACKMAN, ALBERT JAMES, Southampton, Gent Feb 21 Burnand & Co v Hogge, Kekewich, J Paris, Southampton
BROWNING, WILLIAM ROBSON, Monkwearmouth, Sunderland, Ship Plater Feb 4 Corb v Browning, Registrar, Durham Stockdale, Sunderland

London Gazette.—FRIDAY, Jan. 20.

THOMAS, WILLIAM ROBERT, Bournemouth Feb 18 Waterfall v Robson, Master Villiers Druitt, jun, Bournemouth
THWAITES, EDWARD HIRST, Bradford Feb 20 Thwaites v Thwaites, Romer, J Vint, Bradford

London Gazette.—FRIDAY, Jan. 27.

ANDERSON, Rev WILLIAM DYER, Milton Damerell, Devon, Clerk March 1 Lincey v Lambert, North, J Peter, Holsworthy, Devon
TOMPSON, ANNA MARIA, Queensberry pl, South Kensington Feb 23 Keith v Canterbury, Romer, J Chapman, Henrietta st, Cavendish sq

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 13.

BEAVAN, JONATHAN MILES, Prudoe, Northumberland, Outfitter Feb 9 Mather & Dickinson, Newcastle upon Tyne
BLACKMAN, THOMAS, Canterbury, Labourer Feb 18 Mowll & Mowll, Dover
BODDINGTON, WILLIAM HENRY, Manchester, Carrier Feb 20 Marshall & Ashwell, Stoke upon Trent
BRANSTON, GEORGE, Allesley, Warwick, Farmer Feb 25 Kirby & Sons, Coventry
BUTLER, MARY, Urswick, Lancs Jan 28 Butler, Broughton in Furness
CARR, ANN, Great Marlow, Bucks Feb 14 Harding & Goode, Birmingham
CHESMAN, THOMAS, St. James' street Feb 28 Gould & Coombe, Sheffield
CLARK, GEORGE HURST, Dover Feb 18 Mowll & Mowll, Dover
COWAN, Mrs ANNA DE MOOR, Cardigan Feb 28 Davies, Aberystwyth
DAWSON, MARIA, Leverton, Lincoln March 1 Millington & Simpson, Boston
DUNSDON, JOHN, Corsham, Wilts Jan 23 Keary & Co, Chippenham
EDWARDS, JOHN, Corsham, Wilts, Farmer Jan 28 Keary & Co, Chippenham
EVANS, REBECCA, Netherton, nr Dudley, Worcester Feb 4 Hooper & Fairbairn, Dudley
FERGUSON, ELLEN WARBURTON, Titabur, Assam, India Jan 31 Nalder, Shepton Mallet
FLOWER, WILLIAM, Park st, Dorset sq, Builder Feb 4 Indermaur & Co, Devonshire ter, Portland place
FRANCIS, WILLIAM TURNER, Crediton, Devon, Yeoman March 1 Everahed & Shapland, Brighton
GREEMING, HARRIET, Wootton, Berks Feb 25 Galpin, Oxford
GREENWOOD, JOHN WILLIAM, Accrington, Waste Dealer Feb 8 Sprake, Accrington
GRIMES, WILLIAM HOWLETT, Bubbenhall, Warwick, Farmer Feb 25 Kirby & Sons, Coventry
GRUBB, MARIA ELIZABETH, Ealing March 1 Goodbody & Tisdall, Dublin
HALL, MARIA, Wandsworth Feb 13 Cooper & Bake, Portman st
HIGGINS, STEPHEN, Lower Broughton, Lancs, Horse Dealer Feb 25 Phythian & Bland, Manchester
HOLLAND, SARAH ANN, New York, U S A Feb 20 Threlfall, Southport
HOLMES, HELEN MITCHELL, Southport Feb 13 Dayman & Fisher, Tiverton
JINKS, RICHARD, Marple, Chester, Boat Builder Jan 28 Pownall, Ashton under Lyne
KEYSELL, FRANCIS PRICE, Cheshunt, Herts Feb 15 Van Sandau & Co, King st, Cheapside
LATHAM, JOHN FRANCIS, Chelsea Feb 13 Murray & Co, Birchin lane
LUNN, BENJAMIN, Birmingham, Tailor March 1 Baker, Birmingham
MACK, SAMUEL MORITZ, Paris Feb 27 Crump & Son, Philpot ln
NASH, PIERRE VAN BERGEN, Liverpool, Merchant Feb 24 Radcliffe & Co, Liverpool
PAGE, JAMES ANDREW, Plymouth March 16 Wilson, Plymouth
PAKENHAM, Hon Mrs SOPHIA FRANCES, Hayward's Heath, Sussex Feb 15 Bell & Co, Lincoln's inn fields
PORTER, THOMAS WILLIAM, Strand, Jeweller Feb 14 Vandercom & Co, Bush ln
PRESTON, JOSEPH, Dewsbury, York, Woollen Manufacturer Feb 25 Chadwick & Sons, Dewsbury
RAWSON, ALICE, Bradfield, York Feb 25 Bagshawe & Co, Sheffield
ROBINSON, The Rev CHARLES JOHN, D.C.L., Guildford Feb 10 Preston & Co, Lincoln's inn fields
SANDERSON, HENRY, Birmingham Feb 16 Tyndall & Co, Birmingham
SKIBROW, SARAH, Pontefract, York Feb 11 Dunning & Co, Leeds
SMITH, JOHN ARTHUR PHIN, Ightham, Kent Feb 21 Cartwright & Cunningham, Paternoster row
TWORT, THOMAS HOOK, Sandhurst, Kent, Farmer Feb 10 Stenning & Co, Tonbridge
WEIB, WILLIAM KYNASTON, Maida Vale, Metal Broker Feb 27 Budd & Co, Austin Friars
WESCOMBE, SELINA, Bridgwater, Somerset Feb 6 Brice, Bridgwater
WILSON, CHARLES, Louth, Auctioneer Feb 28 Bell & Ingoldby, Louth

London Gazette.—TUESDAY, Jan. 17.

ANN, ALBERT EDWARD, Wavertree, Lancaster, Financial Agent Feb 15 Watkins, Liverpool
ARBER, RICHARD, Newmarket St Mary, Suffolk, Stone Mason Feb 16 d'Albani & Ellis, Newmarket
BARBER, ROWLAND JOHN, Wellington, Salop, Auctioneer Feb 28 Wade & Son, Shrewsbury
BICE, JOSEPH, Perranzabuloe, Cornwall Feb 6 Littleton-Geach, St Agnes, Scorrier
BIRD, MARY ANNE, Cambridge Feb 15 Ginn & Matthew, Cambridge
BLAND, GEORGE WISEMAN, Manchester, Provision Merchant March 1 Phythian & Bland, Manchester
COPPOCK, RICHARD, Pimlico Aspden, Chorley
FITZGERALD, JANE MARIA ELIZABETH, Oxford Feb 24 Dawson & Co, New sq
GIBBS, Capt EDWARD, and Mrs ROSA GIBBS, Highfield, nr Southampton March 10 Green & Co, Southampton
HESKETH, ANNA MARIA ALICE, North Meols, Lancs Feb 15 Buck & Co, Preston
HOLMES, HENRY GALE, Islington March 14 Waller & Sons, Coleman st
HONEYBURNE, ROBERT, Bridport, Dorset Jan 28 Whetham, Bridport
HORNE, JOHN, Camden Town Feb 16 Brown, Lincoln's inn fields
HUNT, EDMUND, Prestatyn, Flint Feb 25 Pierce-Lewis, Prestatyn
HURST, ELLEL ALEXANDER, Stoneycroft, Liverpool March 1 Gill & Co, Liverpoo
JACKSON, CHARLES KEATS, Bognor, Sussex March 1 Staffurth & Staffurth, Bognor
JEFFERY, EDWARD, Barnsley, York, Surgeon Feb 23 Laura Simes Saunders, Eastbourne
JERVIS, JESSIE ELIZABETH, Eccleshall, Stafford Feb 25 Hand & Co, Stafford
JONES, MORGAN CHARLES, and SARAH EASTWOOD JONES, Buxton Feb 28 Ireland, Manchester
KANE, JAMES ALEXANDER, East Sussex County Lunatic Asylum, Haywards Heath Jan 31 Gates, Brighton
KIRSOPP, Rev FRANCIS, Hexham Feb 15 Charlton, Hexham
KNIGHT, EMILY SOPHIA, Church rd, De Beauvoir Town Feb 28 Dunkerton & Son, Bedford row
MAKIN, THOMAS, Tadcaster, York, Farmer March 1 Dunn, Leeds
NICHOLSON, Lieut-Col HENRY ARMSTRONG, Langham, nr Colchester Feb 25 Peddar, Old Broad st
OXENBRIDGE, Right Hon WILLIAM JOHN Viscount, Seventh Baron Monson, Lincoln Feb 28 Boxall & Boxall, Chancery ln
PARISH, CAROLINE, Bishop's Stortford, Hertford Feb 21 Baker & Thorneycroft, Bishop Stortford
POLLOCK, MARINA FLATHOLM, Wimbledon Feb 16 Capron, Clement's inn
POLLOCK, ROBERT JAMES, Wimbledon Feb 16 Capron, Clement's inn
PONSFORD, THOMAS, Minehead, Somerset Feb 28 Ponsford & Co, Minehead
PROCTOR, CHARLES, Bursiem, Stafford Feb 1 Bennett & Baddeley, Hanley
RITTENER, DANIEL JACQUES EMILE, Huddersfield Feb 18 Piercy, Huddersfield
ROBERTS, LLEWELLYN, Stockton on Tees Feb 28 Tweedy, Stockton on Tees
SANT, CELIA, Kenwyn, Cornwall Jan 20 Bennetts, Truro
SHAFTESBURY, Rt Hon HARRIET AUGUSTA ANNA SEYMOURINA Countess of, Belgrave sq, Feb 21 Nicholl & Co, Howard st, Strand
SHELLEY, ISAAC, Acton Feb 16 Brown, Lincoln's inn fields
SHIPTON, ANNE CATHERINE, York Feb 15 Norton & Howe, Manchester
SOLOMON, ADELAIDE, Seville, St Ann, Jamaica Feb 28 Davis, Mcorgate st
SOWERBY, JULIANA CECILIA, Rushyford, Durham March 25 Gedge & Co, Gt George st
SWALLOW, JAMES EDMUND, Derby Feb 28 Robotham & Co, Derby
TAYLOR, NATHANIEL, Brookfields, Birmingham, Electro Plater Feb 20 Perry & Birmingham
TAYLOR, PHILIP MEADOWS, Maidenhead, Berks Feb 28 H P & J H Cobb, Lincoln's fields
THOULD, RHODA, Wednesbury, Stafford Feb 18 Corbett, Darlaston
TYRRELL, WILLIAM, Ashton, Somerset, Hauling Contractor March 1 King, Bristol

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Jan. 27.

RECEIVING ORDERS.

BASSETT, FRANCIS, Truro, Cattle Dealer Truro Pet Jan 25 Ord Jan 25
BLACKWELL, WALTER JOHN, Chepstow, Meat Vendor Newport, Mon Pet Dec 29 Ord Jan 23
BLACKSTONE, DAVID, Liverpool, Cabinet Manufacturer Liverpool Pet Jan 25 Ord Jan 25
BLORE, HENRY LESSEY, Manchester, Chemist Manchester Pet Jan 23 Ord Jan 23
BOSS, HENRY LE BUTT, Dover, Licensed Victualler Canterbury Pet Jan 23 Ord Jan 23
BRABYN, THOMAS JOHN, Feock, Cornwall, General Dealer Truro Pet Jan 24 Ord Jan 24
BRADFIELD, WALTER ROBERT, Fakenham, Norfolk, Postmaster Norwich Pet Jan 24 Ord Jan 24
BRADSHAW, JOSEPH, Birstall, Leicester, Beerhouse Keeper Leicester Pet Jan 26 Ord Jan 26
BROCKSOM, WILLIAM, Great Grimsby, Boot Maker Great Grimsby Pet Jan 24 Ord Jan 24
BROOKES, JOHN THOMAS, Carnarvon Bangor Pet Jan 11 Ord Jan 24
CHALLIS, THOMAS, Walworth rd, Butcher High Court Pet Jan 24 Ord Jan 24
COHEN, SOLOMON, Kilburn, Hardware Dealer High Court Pet Jan 25 Ord Jan 25
COLE, THOMAS GEORGE, Bradford, Tailor Bradford Pet Jan 24 Ord Jan 24
COX, JAMES, Cheltenham, Coal Agent Cheltenham Pet Jan 23 Ord Jan 23
DENNIS, JOHN, Aberdare, Glam, Travelling Draper Aberdare Pet Jan 24 Ord Jan 24
GARNER, THOMAS WILLIAM, Ipswich, Baker Ipswich Pet Jan 25 Ord Jan 25
GLOYNE, HENRY WALTER, Wakefield, Tailor's Manager Wakefield Pet Jan 24 Ord Jan 24
GRIGG, WILLIAM HENRY PAWLIN, Lanteglos by Camelford, Cornwall, Butcher Truro Pet Jan 25 Ord Jan 25
HARDING, THOMAS, and ALBERT JOHN HARDING, Ilfracombe, Fancy Dealers Barnstaple Pet Dec 23 Ord Jan 10
HEARN, CHARLES WALTER, Bacton, Suffolk, Brewer Bury St Edmunds Pet Jan 16 Ord Jan 23
HINTON, JAMES, Leicester, Boot Manufacturer Leicester Pet Jan 23 Ord Jan 23
JACKSON, JOHN, Burslem, Farmer Hanley Pet Jan 24 Ord Jan 24
JACKSON, WILLIAM HENRY, Morley, York, Plumber Dewsbury Pet Jan 11 Ord Jan 23
JOHNSON, PETER, Bolton, Wheelwright Bolton Pet Jan 24 Ord Jan 24
JONES, EDWARD, Leicester, Fish Dealer Leicester Pet Jan 6 Ord Jan 19
JONES, JOHN, Colwyn, Carnarvons, Grocer Bangor Pet Jan 21 Ord Jan 21
JONES, JOHN, Llandovery, Haulier Carmarthen Pet Jan 21 Ord Jan 21
MAY, GEORGE, Old Burlington st, Clerk High Court Pet Jan 13 Ord Jan 25
METCALFE, PROCTER, Ossett, Rag Merchant Dewsbury Pet Jan 12 Ord Jan 24
RAPLEY, JAMES WILFERD MURRANT, Gosport, Builder Portsmouth Pet Jan 12 Ord Jan 23
SAWLE, WILLIAM HENRY, Worthing, Builder Brighton Pet Jan 25 Ord Jan 25
SUTTON, ARTHUR, Wrenbury, Farmer Nantwich Pet Jan 23 Ord Jan 23
SYMMONDS, JOHN, Llandudno, Painter Bangor Pet Jan 24 Ord Jan 24
TAYLOR, EDWARD CHARLES HENRY, Kingston, Hants, Baker Portsmouth Pet Jan 21 Ord Jan 21
THOMAS, JAMES, Llanpumpsaint, Cattle Dealer Carmarthen Pet Jan 23 Ord Jan 23
TOLLEY, JAMES, Grosvenor mews, New Bond st, Livery stable Keeper High Court Pet Jan 23 Ord Jan 23
TURNER, FRANCIS JOHN, Glastonbury, Innkeeper Wells Pet Jan 23 Ord Jan 23
UREY, ALBERT WILLIAM, Wroxall, I of W, Butcher Newport Pet Jan 23 Ord Jan 23
WAKE, CHRISTOPHER MORGAN, Sunderland, Registrar of Marriages Sunderland Pet Jan 12 Ord Jan 25

WILCOX, GEORGE, Burmantofts, Leeds, Chairmaker Leeds Pet Jan 23 Ord Jan 23
WRIGHT, EDWIN, sen, Great Grimsby, Grocer Great Grimsby Pet Jan 21 Ord Jan 21

RECEIVING ORDER RESCINDED.

CHAMBERS, RICHARD, Rhen Blas, nr Llangefni, Anglesey, Farmer Bangor Rec Ord July 22, 1898 Resc Oct 24

FIRST MEETINGS.

BLORE, HENRY LESSEY, Manchester, Chemist Feb 3 at 3 Off Rec, Byrom st, Manchester
BOLSOVER, WILLIAM HENRY, Sheffield, Grocer Feb 3 at 11 Off Rec, Figtree ln, Sheffield
BORWICK, ROBERT, South Shields, Master Mariner Feb 6 at 11.30 Off Rec
BRADFIELD, WALTER ROBERT, Fakenham, Norfolk, Postmaster Feb 4 at 12 Off Rec, 8, King st, Norwich
CHORLTON, THOMAS, Northendon, Cheshire, Painter Feb 3 at 10.45 Off Rec, County Chmbrs, Market pl, Stockport
CLARK, JOHN FREDERICK, Newent, Glos, Farmer Feb 4 at 12.30 Off Rec, Station rd, Gloucester
DUBOWSKI, ABRAHAM, Bow, Soda Water Manufacturer Feb 3 at 2.30 Bankruptcy bldgs, Carey st
FRASER, CATHERINE LOUISA W, James st mansions, Buckingham gate Feb 3 at 12 Bankruptcy bldgs, Carey st
GILL, ALFRED, Pudsey, Yorks, Glass Merchant Feb 6 at 11 Off Rec, 31, Manor row, Bradford
GOLDSWORTHY, J, & Co, Highgate, Builder Feb 3 at 2.30 Bankruptcy bldgs, Carey st
GOULD, EDWARD, Barry, Glam, Draper Feb 3 at 3 29, Queen st, Cardiff
HARDING, THOMAS, and ALBERT JOHN HARDING, Ilfracombe, Fancy Dealers Feb 4 at 11 King's Arms Hotel, Barnstaple
HAWKINS, OLIVER TOM, Chisledon, Wilts, Carpenter Feb 6 at 11 Off Rec, 46, Cricklade st, Swindon
HILL, EMMA JANE, Eccleshall, Sheffield, Licensed Victualler Feb 3 at 4 Off Rec, Figtree ln, Sheffield
HINTON, JAMES, Leicester, Boot Manufacturer Feb 3 at 12.30 Off Rec, 1, Berridge st, Leicester
HOLDSWORTH, JOHN, Leeds Feb 6 at 12 Off Rec, 22, Park row, Leeds
JACKSON, JOHN, and SMITH WAITE, Nelson, Lancs, Contractors Feb 3 at 12.30 Exchange Hotel, Nicholas st, Burnley
JONES, EDWARD, Leicester, Fish Dealer Feb 3 at 3 Off Rec, 1, Berridge st, Leicester
JONES, JOHN, Llandovery, Haulier Feb 4 at 12.30 Off Rec, 4, Queen st, Carmarthen
JONES, THOMAS ABRAHAM, Penygraig, Ale and Spirit Merchant Feb 3 at 3 135, High st, Merthyr Tydfil
LUMLEY, EDWARD, Merthyr Tydfil, Builder Feb 6 at 12 135, High st, Merthyr Tydfil
MCCOID, ANDREW, Kingston upon Hull, Cartman Feb 3 at 11 Off Rec, Trinity House ln, Hull
MARPLES, JAMES TURNER, Sheffield, Manufacturer Feb 3 at 4 30 Off Rec, Figtree ln, Sheffield
MARSH, EDWARD, Ealing, Butcher Feb 4 at 11.30 Off Rec, 95, Temple chmbrs, Temple av
METCALFE, JOSEPH SMITH, Leeds, Draper Feb 6 at 11 Off Rec, 22, Park row, Leeds
MIDDLETON, JAMES, West Kirby, Chester, Joiner Feb 6 at 12 Off Rec, 35, Victoria st, Liverpool
MORRIS, CALEB, Runcorn, Cheshire, Grocer Feb 3 at 10.50 Court house, Palmyra sq, Warrington
MUMFORD, WILFRID VALENTINE, Cardiff, Printer Feb 6 at 3 29, Queen st, Cardiff
PALMER, HENRY RICHARD, Besthorpe, Norfolk, Hay Merchant Feb 4 at 1 Off Rec, 8, King st, Norwich
PHILLIPS, WILLIAM, Gowerton, Glam, Baker Feb 4 at 11.30 Off Rec, 4, Queen st, Carmarthen
PUCKRIDGE, SAMUEL INKERMAN, Rowds, Wilts, Farmer Feb 3 at 12 1, St Aldate's, Oxford
REECE, WILLIAM ROBERT, Copthall avenue Feb 8 at 2.30 Bankruptcy bldgs, Carey st
ROBERTS, ELKANAH, Thorne, Yorks, Insurance Agent Feb 3 at 11.30 Off Rec, Figtree lane, Sheffield
ROBERTS, THOMAS, Pontycymmer, Glam, Builder Feb 3 at 2.30 29, Queen st, Cardiff
ROSE, WALTER OSBORNE, Alton, Southampton, Grocer Feb 6 at 3.15 Off Rec, 172, High st, Southampton
SANDERS, T GROSVENOR, Victoria st, Westminster Feb 9 at 2.30 Bankruptcy bldgs, Carey st
SCARGILL, CHARLES, Gt Grimsby Feb 3 at 11 Off Rec, 15, Osborne st, Gt Grimsby
SENDALL, GEORGE, Frampton on Severn, Glos, Butcher Feb 4 at 12 Off Rec, Station rd, Gloucester
STATHAM, WALTER DANIEL, Hayward's Heath, Sussex, Highway Surveyor Feb 3 at 3 Off Rec, 4, Pavilion bldgs, Brighton
TREVOR, HENRY D, Strand, Actor Feb 10 at 2.30 Bankruptcy bldgs, Carey st
WARD, JOSIAH, Plaistow, Vegetable Salesman Feb 10 at 12 Bankruptcy bldgs, Carey st
WILCOX, GEORGE, Leeds Feb 7 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

BASSETT, FRANCIS, Truro, Cattle Dealer Truro Pet Jan 25 Ord Jan 25
BEAUCLERK, F E, Piccadilly High Court Pet Nov 17 Ord Jan 24
BOSS, HENRY LA BUTT, Dover, Licensed Victualler Canterbury Pet Jan 23 Ord Jan 23
BRABYN, THOMAS JOHN, Feock, Cornwall, General Dealer Truro Pet Jan 24 Ord Jan 24
BRADFIELD, WALTER ROBERT, Fakenham, Norfolk, Postmaster Norwich Pet Jan 24 Ord Jan 24
BRIERLEY, WALTER JOHN, Leicester, Shoe Mercer Leicester Pet Jan 9 Ord Jan 21
BROCKSOM, WILLIAM, Great Grimsby, Boot Maker Great Grimsby Pet Jan 24 Ord Jan 24
BROWN, JOHN HENRY, Oldbury, Worcester, General Dealer West Bromwich Pet Jan 12 Ord Jan 23
CARTER, ALFRED JAMES, Rickmansworth, Herts, Printer High Court Pet Dec 14, Ord Jan 24
CHALLIS, THOMAS, Walworth rd, Butcher High Court Pet Jan 24 Ord Jan 24
COLE, THOMAS GEORGE, Bradford, Tailor Bradford Pet Jan 24 Ord Jan 24
COWLE, WALLACE STEPHEN, Bristol, Hairdresser Bristol Pet Jan 10 Ord Jan 25
COX, JAMES, Cheltenham, Coal Agent Cheltenham Pet Jan 23 Ord Jan 23
DENNIS, JOHN, Aberdare, Travelling Draper Aberdare Pet Jan 24 Ord Jan 24
ELLIS, GEORGE ALFRED, Walworth, Boot Dealer High Court Pet Dec 31 Ord Jan 24
GARFIELD, JULIA MARY, Coleshill, Warwicks, Farmer Birmingham Pet Dec 29 Ord Jan 21
GARNER, THOMAS WILLIAM, Ipswich, Baker Ipswich Pet Jan 25 Ord Jan 25
GLOYNE, HENRY WALTER, Wakefield, Tailor's Manager Wakefield Pet Jan 24 Ord Jan 24
GOODMAN, LOUIS, Manchester Manchester Pet Dec 20 Ord Jan 25
GRAY, GEORGE, Luton, Bedford, Coal Merchant Luton Pet Dec 19 Ord Jan 24
GRIGG, WILLIAM HENRY PAWLIN, Llanteglos by Camelford, Cornwall, Butcher Truro Pet Jan 25 Ord Jan 25
HARDING, THOMAS, and ALBERT JOHN HARDING, Ilfracombe, Fancy Dealers Barnstaple Pet Dec 23 Ord Jan 24
HINTON, JAMES, Leicester, Boot Manufacturer Leicester Pet Jan 23 Ord Jan 23
JACKSON, JOHN, Burslem, Staffs Hanley Pet Jan 24 Ord Jan 24
JONES, JOHN, Llandovery, Haulier Carmarthen Pet Jan 21 Ord Jan 21
KAY, ARTHUR, Blackpool, Solicitor Preston Pet Jan 11 Ord Jan 24
KIRBY, FREDERICK HALL, Stratton st, Piccadilly, Consulting Engineer High Court Pet Dec 14 Ord Jan 23
LINK, STEPHEN, Leadenhall st, Merchant High Court Pet Dec 1 Ord Jan 21
LOWING, JOSEPH WALTER, Walthamstow, Builder High Court Pet Dec 28 Ord Jan 24
LUCAS, ALFRED JAMES, Huggin ln, Shipper High Court Pet Nov 11 Ord Jan 24
MASHFORD, GEORGE FREDERICK, Cleethorpes, Lincs, Builder Great Grimsby Pet Dec 29 Ord Jan 25
NUTLEY, JOSEPH, Cleethorpes, Lincs, Builder Great Grimsby Pet Dec 29 Ord Jan 24
ROBERTS, THOMAS, Pontycymmer, Glam, Builder Cardiff Pet Dec 8 Ord Jan 25
SARGENT, CHARLES, Carter ln, Mantle Manufacturer High Court Pet Jan 17 Ord Jan 23
SAWLE, WILLIAM HENRY, Worthing, Builder Brighton Pet Jan 25 Ord Jan 25
STATHAM, WALTER DANIEL, Hayward's Heath, Sussex Highway Surveyor Brighton Pet Jan 20 Ord Jan 23
SUTTON, ARTHUR, Wrenbury, Farmer Nantwich Pet Jan 23 Ord Jan 23
SYMMONDS, JOHN, Llandudno, Painter Bangor Pet Jan 24 Ord Jan 24
TAYLOR, EDWARD CHARLES HENRY, Kingston, Hants, Baker Portsmouth Pet Jan 21 Ord Jan 21
THOMAS, JAMES, Llanpumpsaint, Cattle Dealer Carmarthen Pet Jan 23 Ord Jan 23
TOLLEY, JAMES, New Bond st, Livery stable Keeper High Court Pet Jan 23 Ord Jan 24
TREVETHAN, JOHN, Rhyl, Flints, Farmer Bangor Pet Jan 8 Ord Jan 24
TURNER, FRANCIS JOHN, Glastonbury, Innkeeper Wells Pet Jan 23 Ord Jan 23
UREY, ALBERT WILLIAM, Wroxall, I W, Butcher Newport Pet Jan 23 Ord Jan 23
WILCOX, GEORGE, Leeds Leeds Pet Jan 23 Ord Jan 23
WOOD, BASIL ROBERT, Copthall bldgs, Stockbroker High Court Pet Jan 3 Ord Jan 3
WRIGHT, EDWIN, sen, Great Grimsby, Grocer Great Grimsby Pet Jan 21 Ord Jan 21

Amended notice substituted for that published in the London Gazette of Dec 20

BARNES, G. E., St. John's hill, Clapham, Cycle Manufacturer Wandsworth Pet Oct 25 Ord Dec 17

London Gazette.—TUESDAY, Jan 31.

RECEIVING ORDERS.

ASHTON, ALFRED ERNEST, Longton, Coal Dealer Stoke upon Trent Pet Jan 13 Ord Jan 25
BENDALL, JAMES EDWARD, Rhyl, Flint Bangor Pet Jan 10 Ord Jan 27
BENNETT, GEORGE, Bromsgrove, Grocer Worcester Pet Jan 18 Ord Jan 28
BLEASDALE, GEORGE, Oswaldtwistle, Lancs, Overlooker Blackburn Pet Jan 26 Ord Jan 26
BROWN, JAMES, Derby, Labourer Derby Pet Jan 26 Ord Jan 26
BULLEY, CHARLES HENRY, Babbacombe, Devons, Builder Exeter Pet Jan 25 Ord Jan 25
CARBUTT, ARTHUR, Birstall, nr Leeds, Oil Dealer Dewsbury Pet Jan 26 Ord Jan 26
COWLEY, WILLIAM, Handsworth, Plumber Birmingham Pet Jan 26 Ord Jan 26
COYNE, THOMAS, Jarrow, Durham, Bricklayer Newcastle on Tyne Pet Jan 24 Ord Jan 24
CRABB, FREDERICK LEWIS, Stokeinteignhead, Devons, Farmer Exeter Ord Jan 27
DILLON, LINN, Croydon, Builder Croydon Pet Jan 7 Ord Jan 24
FLITTON, HENRY, Luton, Beds, Straw Hat Manufacturer Luton Pet Jan 27 Ord Jan 27
GIDDINGS, WILLIAM KITCHINER, Sutton, Cambs, Supply Stores Proprietor Cambridge Pet Jan 12 Ord Jan 28
HALL, THOMAS, Batley, York, Furniture Broker Dewsbury Pet Jan 25 Ord Jan 26
HARDING, JAMES, Torquay, Boot Dealer Exeter Pet Jan 26 Ord Jan 26
HARRIS, ISAAC, Nelson, Lancs, Market Gardener Burnley Pet Jan 26 Ord Jan 26
HEMMING, FREDERICK, Bromsgrove, Coachbuilder Worcester Pet Jan 27 Ord Jan 27
HETHERINGTON, ALBERT EDWARD, Peckham, Licensed Victualler High Court Pet Jan 13 Ord Jan 27
HINSLEY, AMOS, Goole, Yorks, Working Maltster Wakefield Pet Jan 28 Ord Jan 28
HUDSPITH, THOMAS, Sunderland, Beerhouse Keeper Sunderland Pet Jan 27 Ord Jan 27
JOSEPH, JAMES, Newtown, Montgomery, Farmer Newtown Pet Jan 28 Ord Jan 28
MAUGHAN, JOHN, Blyth, Northumberland, Brick Manufacturer Newcastle on Tyne Pet Jan 25 Ord Jan 25
PARTRIDGE, JOHN S, Anerley, Surrey Croydon Pet Dec 8 Ord Jan 10
PHILLIPS, GEORGE EDWIN, Hereford, Draper Hereford Pet Jan 27 Ord Jan 27
PHILLIPS, THOMAS HENRY, Brynoch, nr Bridgend, Collier Cardiff Pet Jan 25 Ord Jan 25
PITTOCK, EDWIN, Upper Walmer, Kent, Butcher Canterbury Pet Jan 25 Ord Jan 25
POWELL, WILLIAM, Cheltenham, Baker Cheltenham Pet Jan 25 Ord Jan 25
ROBINSON, ARTHUR, Sutton in Ashfield, Notts, Grocer Nottingham Pet Jan 27 Ord Jan 27
ROUSE, THOMAS, Eldon st High Court Pet Aug 23 Ord Jan 26
SANDERSON, JOHN, Cottingham, York, Market Gardener Kingston upon Hull Pet Jan 28 Ord Jan 28
SHIPTON, T W, Wandsworth, Clerk Wandsworth Pet Dec 22 Ord Jan 26
SMITH, JACOB, Fashion st, Spitalfields High Court Pet Jan 17 Ord Jan 26
SMITH, JOHN, and WILLIAM FORD, Leeds, Rag Merchants Leeds Pet Jan 27 Ord Jan 27
SODERBERG, CHARLES, Camden Town, Licensed Victualler High Court Pet Jan 5 Ord Jan 26
STEED, JAMES, Upper Holloway, Builder High Court Pet Jan 28 Ord Jan 28
SWEETING, JOHN THOMAS CUTHBERTSON, Pontefract, Yorks, Traveller Wakefield Pet Jan 26 Ord Jan 26
THORPE, JOHN, Leeds Leeds Pet Jan 26 Ord Jan 26
WELCH, ALBERT, Bradford, Beerhouse Keeper Bradford Pet Jan 25 Ord Jan 26
WETHERELL, RICHARD, Skelton, Cumberland, Boot Maker Carlisle Pet Jan 27 Ord Jan 27
WILLIAMS, GWILYM, Tonypandy, Glam, Grocer Pontypridd Pet Jan 4 Ord Jan 26
WINTER, GEORGE, East Keal, Lincs, Agricultural Implement Agent Boston Pet Jan 14 Ord Jan 28

Amended notice substituted for that published in the London Gazette of Jan 20:

WARD, FREDERICK, Barnfold, Lees, nr Oldham Ashton under Lyne Pet Jan 17 Ord Jan 17

FIRST MEETINGS.

BASSETT, FRANCIS, Truro, Cattle Dealer Feb 8 at 2 Off Rec, Boscawen st, Truro
BASSETT, JAMES, Leominster, Labourer Feb 9 at 10 4, Corn sq, Leominster
BENT, WILLIAM HENRY, Dudley, Hay Dealer Feb 7 at 10 30 Off Rec, Wolverhampton st, Dudley
BLACKBURN, JAMES, Dewsbury, Yorks, Currier Feb 7 at 11 Off Rec, Bank chmbrs, Batley
BRABYN, THOMAS JOHN, Feock, Cornwall, General Dealer Feb 8 at 12 Off Rec, Boscawen st, Truro
BRIDGEWATER, JOSEPH HENRY, Birmingham, Brass Founder Feb 9 at 11 174, Corporation st, Birmingham
BROWN, JAMES, Derby, Bricklayer's Labourer Feb 7 at 2.30 Off Rec, 40, St Mary's gate, Derby
BULLEY, CHARLES HENRY, St Mary Church Devon, Build Feb 15 at 10.45 Off Rec, 13, Bedford circus, Exeter
CHALLIS, THOMAS, Newington Butts, Butcher Feb 7 at 12 Bankruptcy bldgs, Carey st
COHEN, SOLOMON, Kilburn, Hardware Dealer Feb 7 at 2.30 Bankruptcy bldgs, Carey st
COLE, THOMAS GEORGE, Bradford, Tailor Feb 8 at 11 Off Rec, 31, Manor row, Bradford
COX, JAMES, Cheltenham, Coal Agent Feb 7 at 4 County ct bldgs, Cheltenham
CRABB, FREDERICK LEWIS, Stokeinteignhead, Devon, Farmer Feb 15 at 10.45 Off Rec, 13, Bedford circus, Exeter
DAVIES, JOSEPH WILLIAM, Lucton, Hereford Feb 9 at 10 4, Corn sq, Leominster
DILLON, LINN, Croydon, Builder Feb 7 at 11.30 24, Railway app, London Bridge
ETCHES, HENRY HIGHFIELDS, Whitchurch, Salop, Auctioneer Feb 9 at 11.15 Royal Hotel, Crewe
FORD, THOMAS, Birmingham, Chandelier Manufacturer Feb 10 at 11 174, Corporation st, Birmingham
GARFIELD, JULIA MARY, Coleshill, Warwick Feb 8 at 11 174, Corporation st, Birmingham
GARNER, THOMAS WILLIAM, Ipswich, Baker Feb 7 at 11.30 Off Rec, 36, Princes st, Ipswich
GRIGG, WILLIAM HENRY PAWLIN, Longcarne, Cornwall, Butcher Feb 8 at 1 Off Rec, Boscawen st, Truro
HARGRAVE, HENRY BRITAIN, Leeds, Iron Moulder Feb 8 at 11 Off Rec, 22, Park row, Leeds
HEARN, CHARLES WALTER, Bacton, Suffolk, Brewer Feb 7 at 12.15 Off Rec, 36, Princes st, Ipswich
HEMMING, FREDERICK, Bromsgrove, Coachbuilder, Feb 9 at 11 45, Copenhagen st, Worcester
HETHERINGTON, ALBERT EDWARD, Peckham, Licensed Victualler Feb 7 at 2 30 Bankruptcy bldgs, Carey st
HINSLEY, AMOS, Goole, Yorks, Working Maltster Feb 7 at 11 Off Reb, 6, Bond ter, Wakefield
JOHNSON, JAMES, Crewe, Builder Feb 9 at 3 Royal Hotel, Crewe
JOHNSON, PETER, Bolton, Wheelwright Feb 7 at 11 18, Wood st, Bolton
LEWIS, PHILIP, Shaw, Lancs, Bricklayer Feb 9 at 12 Off Rec, Bank Chmbrs, Queen st, Oldham
LOGSDON, WILLIAM HENRY, Enfield, Coachbuilder Feb 7 at 3 Off Rec, 95, Temple chmbrs, Temple av
MCKENZIE, JOHN, Porth, Glam, Baker Feb 9 at 12 135, High st, Merthyr Tydfil
MAY, GEORGE, Old Burlington st, Clerk Feb 7 at 12 Bankruptcy bldgs, Carey st
NILE, JOHN, Northwich, Plasterer Feb 9 at 2.30 Royal Hotel, Crewe

PEPPER, ROBERT, Kingston upon Hull, Furniture Dealer Feb 7 at 11 Off Rec, Trinity House la, Hull

PHILLIPS, GEORGE EDWIN, Hereford, Draper Feb 8 at 2.30 2, Offa st, Hereford

POWELL, WILLIAM, Cheltenham, Baker Feb 7 at 4.30 County Court bldgs, Cheltenham

PREST, JOHN, Blackburn, Licensed Victualler Feb 15 at 12.30 Count Court house, Blackburn

RAPLEY, JAMES WILFRED MURRANT, Forton, Gosport, Builder Feb 7 at 3 Off Rec, High st, Cambridge junction, Portsmouth

RELTON, JAMES, West Hartlepool, Carrier Feb 9 at 3 Off Rec, 8a, John st, Sund rland

ROBSON JOHN, and WILLIAM HENRY TUTHILL JACKSON, Newcastle on Tyne Engineers Feb 8 at 11.30 Off Rec, 30, Mosley st Newcastle on Tyne

SAWLE, WILLIAM HENRY, Worthing, Builder Feb 7 at 2.30 Melvill & Co, Liverpool gdns, Worthing

SMITH, JACOB Fashion st, Spitalfields Feb 8 at 11 Bankruptcy bldgs, Carey st

STAMER THOMAS, Wavertree, Liverpool Feb 9 at 10 30 Off Rec. 35, Victoria st, Liverpool

STARKEY, JOHN, Birkby, Huddersfield, Gardener Feb 9 at 11 Off Rec, 19, John William st, Huddersfield

STEED, JAMES, Upper Holloway, Builder Feb 10 at 11 Bankruptcy bldgs, Carey st

SUTTON, ARTHUR, Wrenbury, Chester, Farmer Feb 9 at 2 Royal Hotel, Crewe

TAYLOR, EDWARD CHARLES HENRY, Southsea, Hants, Baker Feb 7 at 4 Off Rec, High st, Cambridge junct, Portsmouth

THOMAS, JAMES, Llanpumpsaint, Cattle Dealer Feb 8 at 3 30 Off Rec, 4, Queen st, Carmarthen

TREVETHAN, JOHN, Rhyl, Flints, Farmer Feb 8 at 3 Crypt chmbrs, Eastgate row, Chester

TURNER, FRANCIS JOHN, Glastonbury, Innkeeper Feb 8 at 12 Off Rec, Baldwin st, Bristol

WALTERS, WALTER ARTHUR, Presteigne, Radnor, Tailor Feb 9 at 10 4, Corn sq, Leominster

WARD, JOSEPH, Nottingham Hosier Feb 8 at 12 County Court house, St Peter's gate, Nottingham

WATTS, GEORGE, Preston, Railway Guard Feb 10 at 2.30 Off Rec, 14, Chapel st, Preston

WETHERELL, RICHARD, Skelton, Cumberland, Boot Maker Feb 13 at 3 Off Rec, 34, Fisher st, Carlisle

WILKINSON, JOHN BARRETT, Thornham, Lancs, Farmer Feb 9 at 11 Off Rec, Bank chmbrs, Queen st, Oldham

Amended notices substituted for those published in the London Gazette of Jan 24:

WILLIAMS, RICHARD, Reading, Tailor Feb 2 at 3 Off Rec, 95, Temple chmbrs, Temple av

WAKEFORD, CHARLES EDWARD, Gravesend, Hairdresser Feb 6 at 11.30 115, High st, Rochester

GOLDMAN, LOUIS, Salford Feb 1 at 2.30 Off Rec, Byrom st, Manchester

ADJUDICATIONS.

ASHTON, ALFRED ERNEST, Longton, Staffs, Corn Dealer Stoke upon Trent Pet Jan 13 Ord Jan 28

BLEASDALE, GEORGE, Oswaldtwistle, Lancs, Overlooker Blackburn Pet Jan 24 Ord Jan 26

BROOKES, JOHN THOMAS, Bangor Bangor Pet Jan 11 Ord Jan 27

BROWN, JAMES, Derby, Bricklayer's Labourer Derby Pet Jan 26 Ord Jan 26

BULLEY, CHARLES HENRY, St Mary Church, Devon, Builder Exeter Pet Jan 25 Ord Jan 25

CARBUTT, ARTHUR, Birstall, nr Leeds, Oil Dealer Dewsbury Pet Jan 26 Ord Jan 26

COHEN, SOLOMON, Kilburn, Hardware Dealer High Court Pet Jan 25 Ord Jan 25

COWLEY, WILLIAM, Handsworth, Plumber Birmingham Pet Jan 23 Ord Jan 26

COYNE, THOMAS, Jarrow, Durham, Bricklayer Newcastle on Tyne Pet Jan 24 Ord Jan 24

CRABB, FREDERICK LEWIS, Stokeinteignhead, Devon, Farmer Exeter Pet Jan 27 Ord Jan 27

DUBOWSKI, ABRAHAM, Bow, Soda Water Manufacturer High Court Pet Dec 30 Ord Jan 25

GIDDINGS, WILLIAM KITCHINER, Sutton, Cambridge, Supply Stores Proprietor Cambridge Pet Jan 12 Ord Jan 28

HALL, THOMAS, Batley, York, Furniture Broker Dewsbury Pet Jan 26 Ord Jan 26

HARDING, JAMES, Torquay, Boot Dealer Exeter Pet Jan 26 Ord Jan 26

HARRIS, ISAAC, Nelson, Lancs, Market Gardener Burnley Pet Jan 26 Ord Jan 26

HEMMING, FREDERICK, Bromsgrove, Coachbuilder Worcester Pet Jan 27 Ord Jan 27

HEYWARD, WILLIAM SPARKE, Newton Abbot, Devon, Corn Merchant Exeter Pet Jan 10 Ord Jan 23

HIRSLEY, AMOS, Goole, York, Working Maltster Wakefield Pet Jan 26 Ord Jan 26

HUDSPITH, THOMAS, Sunderland, Beerhouse Keeper Sunderland Pet Jan 27 Ord Jan 27

JACKSON, WILLIAM HENRY, Morley, York, Plumber Dewsbury Pet Jan 11 Ord Jan 26

JOHNSON, PETER, Bolton, Wheelwright Bolton Pet Jan 24 Ord Jan 24

MAUGHAN, JOHN, Blyth, Northumberland, Brick Manufacturer Newcastle on Tyne Pet Jan 25 Ord Jan 25

MAY, GEORGE, Old Burlington st, Clerk High Court Pet Jan 13 Ord Jan 27

PHILLIPS, GEORGE EDWIN, Hereford, Draper Hereford Pet Jan 27 Ord Jan 27

PHILLIPS, THOMAS HENRY, Brynecoch, nr Bridgend, Collier Cardiff Pet Jan 25 Ord Jan 25

POWELL, WILLIAM, Cheltenham, Baker Cheltenham Pet Jan 25 Ord Jan 25

ROBINSON, ARTHUR Sutton in Ashfield, Notts, Grocer Nottingham Pet Jan 27 Ord Jan 27

ROBINSON SAMUEL, Newport, Salop, Engineer Stafford Pet Oct 18 Ord Jan 26

SANDERSON, JOHN, Cottingham, York, Market Gardener Kingston upon Hull Pet Jan 26 Ord Jan 28

SMITH, JOHN, and FORD, WILLIAM, Leeds, Rag Merchants Leeds Pet Jan 27 Ord Jan 27

SPOONER, ALFRED JAMES, New Malden, Surrey, Butcher's Agent High Court Pet Dec 22 Ord Jan 27

STEED, JAMES, Upper Holloway, Builder High Court Pet Jan 28 Ord Jan 28

THORPE, JOHN, Leeds Leeds Pet Jan 26 Ord Jan 26

WETHERELL, RICHARD, Skelton, Cumberland, Boot Maker Carlisle Pet Jan 27 Ord Jan 27

WHITE, JAMES OSBORNE, Bath, Licensed Victualler Bath Pet Jan 11 Ord Jan 25

WRIGHT, HENRY JOHN, Plaistow High Court Pet Nov 2 Ord Jan 26

YOXALL, PETER, Hanley, Paperhangings Dealer Hanley Pet Jan 10 Ord Jan 26
Amended notice substituted for that published in the London Gazette of Jan. 20:

WARD, FREDERICK Lees, near Oldham Ashton under Lyne Pet Jan 17 Ord Jan 17

ADJUDICATIONS ANNULLED AND RECEIVING ORDERS RESCINDED.

JONES, CHARLES, St Leonards, Sussex, Director High Court Rec Ord June 4, 1897 Adj June 10, 1897 Resc & Annul Jan 27, 1899

THOMAS, REDERICK, Ammanf rd, Llandebie, Carmarthen, Wheelwright Rec Ord Jan 7, 1899 Ajd Jan 11 Resc & Annul Jan 21

ADJUDICATION ANNULLED.

DEVERILL, JOHN, Nottingham, Joiner Nottingham Adj April 9, 1896 Annul Jan 25, 1899

Subscription, PAYABLE IN ADVANCE, *which includes Indexes, Digests, Statutes, and Postage*, 52*s*. WEEKLY REPORTER, *in wrapper*, 26*s*.; *by Post*, 28*s*. SOLICITORS' JOURNAL, 26*s*.; *by Post*, 28*s*. *Volumes bound at the office—cloth*, 2*s*. 9*d*., *half law calf*, 5*s*. 6*d*.

MR. CUTHBERT SPURLING, M.A., B.C.L. (Oxford), First Class Honours, late Scholar of Christ Church, Editor of "Smith's Common Law," continues to PREPARE, personally or in small classes, for the Bar, and for Oxford, Cambridge, and Durham Legal Examinations.
Bar Examinations of 1896—71 sent up, 60 passed. June, 1898, B.C.L. (Oxford) gained by a pupil; November, 1898, Law Special, Part II. (Cambridge), 2 sent up, both passed.
Address, 11, New-court, Lincoln's-inn, W.C.

MR. F. F. MONTAGUE, LL.B., 30, Bedford-row, W.C., continues to Prepare for the Solicitors' Final and Intermediate Examinations personally and by post. Payment by result. Particulars on application.

EDE AND SON,
ROBE MAKERS.
BY SPECIAL APPOINTMENT.
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.
ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.
SOLICITORS' GOWNS.
Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.
Corporation Robes University and Clergy Gowns.
ESTABLISHED 1689.
94, CHANCERY LANE, LONDON.

THE COMPANIES ACTS, 1862 TO 1898.
BY AUTHORITY.
Every requisite under the above Acts supplied on the shortest notice.
The BOOKS and FORMS kept in stock for immediate use.
MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES, CHEQUES, &c., engraved and printed. OFFICIAL SEALS designed and executed. No Charge for Sketches.
Solicitors' Account Books.
RICHARD FLINT & CO.,
Stationers, Printers, Engravers, Registration Agents,
49, FLEET-STREET, LONDON, E.C. (corner of Serjeants'-inn).
Annual and other Returns Stamped and Filed.

MESSRS. HERRING, SON, & DAW, AUCTIONEERS, ESTATE AGENTS, VALUERS, Sanitary and Mortgage Surveyors,
6, IRONMONGER LANE, CHEAPSIDE, E.C.,
308, BRIXTON HILL, S.W., and
117, WESTERN ROAD, BRIGHTON. (Established 1773.

MESSRS. H. GROGAN & CO., 101, Park-street, Grosvenor-square, beg to call the attention of intending Purchasers to the many attractive West-End Houses which they have for Sale. Particulars on application. Surveys and Valuations attended to.

FULLER, HORSEY, SONS, & CASSELL,
11, BILLITER SQUARE, LONDON, E.C.
Established 1807
AUCTIONEERS, VALUERS, AND SURVEYORS
OF
MILLS AND MANUFACTORIES,
PLANT AND MACHINERY,
WHARVES AND WAREHOUSES.
Telegraphic Address—"FULLER, HORSEY, LONDON."
Telephone No. 746 AVENUE.

COMPLETE VALUATIONS for the LEGAL PROFESSION, EXECUTORS, &c., of Personal and Household Effects according to the requirements of H.M. Court of Probate.
SPINK & SON,
1 & 2, GRACECHURCH STREET, CORNHILL, E.C., and
17 & 18, PICCADILLY, LONDON, W.
ESTABLISHED 1772.
PROMPTITUDE. LOW CHARGES. DISTANCE NO OBJECT.
Complete Probate Valuations